



City Commission Regular Meeting Agenda

Monday, March 04, 2024 at 1:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

Public comments are welcomed, but no action can be taken by the Commission on comments received at this meeting. Anyone wishing to have the Commission vote on an item should call the Finance Office at 578-2600 by 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

1. **Call to Order and Pledge of Allegiance**

2. **Roll Call**

3. **Approve Minutes**

- [a.](#) Approval of February 20, 2024 City Commission minutes

4. **Approve Bills**

- [a.](#) Approval of Bill List and additional bill for March 4, 2024

5. **Items from Citizens on Agenda**

6. **Consent Agenda**

Matters appearing on Consent Agenda are expected to be non-controversial and will be acted upon by the Commission at one time, without discussion, unless a member of the Commission requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of New Business.

- [a.](#) Permission to hire Brian Remmers as full-time (certified) police officer at \$26.79 per hour effective March 17, 2024 pending pre-employment screening.
- [b.](#) Permission to approve new job description for full-time Rec Center Receptionist.
- [c.](#) Permission to advertise in-house for 5 days for full time Rec Center Receptionist at \$16.00 per hour with full-time benefits.
- [d.](#) Permission to advertise for two Parks seasonal positions at \$16.00 per hour and two Parks Seasonal Technician positions at \$17.60 per hour.
- [e.](#) Permission to advertise for six seasonal Mt Moriah ticket booth attendants at \$16.00 per hour.
- [f.](#) Permission to make 2024 Budget Allocation to Boys and Girls Clubs of the Black Hills in the amount of \$3,500.00. (To be paid from Bed and Booze budget.)
- [g.](#) Permission to make 2024 Budget Allocation to Northern Hills CASA in the amount of \$3,500.00. (To be paid from Bed and Booze budget.)

- [h.](#) Permission to purchase up to 70 tons of salt from Black Strap at state bid of \$172.00 per ton delivered. (To be paid by Streets supply budget.)
- [i.](#) Submittal of 2023 Annual Report on Building Permits for the City of Deadwood by Trent Mohr, Building Inspector.
- [j.](#) Approve recommendation from the Parking & Transportation Committee for free trolley rides for Forks, Corks, and Kegs passholders Friday, April 12, 2024 and Saturday, April 13, 2024 for \$400.00 (To be paid by the Deadwood Chamber of Commerce).

7. **Bid Items**

- [a.](#) Results of bid opening on February 29, 2024 at 2:00 p.m. for the retaining wall project at 10 Denver Avenue. RCS Construction - \$162,000.00; Complete Concrete - \$397,900.00.
- [b.](#) Results of bid opening on February 29, 2024 at 2:00 p.m. for the retaining wall project at 74 Van Buren Avenue. RCS Construction - \$132,000.00, Alternate #1 \$15,000.00; Complete Concrete - \$332,900.00, Alternate #1 \$14,700.00; Branch Construction Services - \$55,000.00, Alternate #1 \$20,000.00.
- [c.](#) Permission to advertise for bids for Phase 1A and 1B Whitewood Creek Restoration (FEMA Project) and set bid opening for April 9, 2024 at 2:00 pm. with results to City Commission on April 15, 2025.
- [d.](#) Permission to advertise for bids and set bidding opening for 2:00 p.m. on March 28, 2024 for the Fuller Brothers Trail System project with results to the City Commission on April 1, 2024.
- [e.](#) Permission to advertise for bids and set bidding opening for 2:00 p.m. on March 28, 2024 for the White Rocks Trail System project with results to the City Commission on April 1, 2024.

8. **Public Hearings**

- [a.](#) Set public hearing on March 18 for Retail (on-off sale) Malt Beverage & SD Farm Wine License (RB-2521) transfer from WWW LLC to Gold Country Inn LLC dba Gold Country Inn at 801 Main Street.
- [b.](#) Set public hearing on March 18 for Farmers Market: waiver of vending fees and allow vending on public property on Fridays beginning June 21 through September 20, 2024 at Gordon Park from 1:00 p.m. to 8:00 p.m.
- [c.](#) Set public hearing on March 18 for Black Hills Redemption: street closure on Deadwood Street from Main Street to Pioneer Way from 10:00 a.m. on Friday, June 21 through 10:00 p.m. on Sunday, June 23, 2024.
- [d.](#) Set public hearing on March 18 for Monsters of Destruction Event: open container on Saturday, June 29 and Sunday, June 30 from 5:00 p.m. to 10:00 p.m. and waiver of user fees in lieu of surcharge on Friday, June 28 through Monday, July 2, 2024 at the Event Complex.

- e. Set public hearing on March 18 for July 4th Parade: street closure: Main Street from Lower Main at Pioneer Way to Pine from 3:00 p.m. till parade ends on Thursday, July 4, 2024.
- f. Set public hearing on March 18 for WO Motorsports Arenacross & Freestyle Motocross Show: open container from 4:00 p.m. to 10:00 p.m. on Saturday, July 6; and waiver of user fees in lieu of surcharge on Wednesday, July 3 through Sunday, July 7, 2024 at the Event Complex.
- g. Set public hearing on March 18 for Medicine Wheel Riders: Use of Interpretive Lot from 9:00 a.m. to 4:00 p.m. on Sunday, August 4, 2024.
- h. Set public hearing on March 18 for Legends Ride: Use of Interpretive Lot from 6:00 a.m. to 3:00 p.m. street closure on Main Street from Pine to Deadwood from 9:00 a.m. to 4:00 p.m., and waiver of banner fees on Monday, August 5, 2024.
- i. Set public hearing on March 18 for Rusty Wallace Ride: street closure on Main Street from Pine to Deadwood from noon to 4:00 p.m., street closure on Deadwood Street from Main Street to Pioneer way from 3:15 p.m. to 10:00 p.m. on Friday, August 9, 2024.

9. **Old Business**

10. **New Business**

- [a.](#) Second Reading Ordinance #1395 Budget Supplement 2 for 2024
- [b.](#) First Reading of Ordinance #1396 Renewing Cable Franchise with Midcontinent
- [c.](#) Resolution 2024-06 Establish Cash Designations
- [d.](#) Permission to pay Huntington Bank for annual trolley leases. Trolley 1-\$48,815.55, Trolley 2-\$39,227.97, Trolley 3-\$33,681.45
- [e.](#) Act as Board of Adjustment and approve/deny Findings of Fact and Conclusion - Conditional Use Permit - RV Park - 20577 Highway 85 - B & L Properties (Brad Kooiker) legally described as Lot A in Lot H2 of H.E.S. No. 613 in the NE1/4 of Section 11, T5N, R3E, BHM, Lawrence County, South Dakota and Lot C in H.E.S. No. 613 in the NE1/4 of Section11, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota. Recommended Approval by Planning and Zoning Commission on July 19, 2023 and Approval by Board of Adjustment on August 7, 2023.
- [f.](#) Act as Board of Adjustment and approve/deny the final plat. Final Plat - Division of property and creating property lines - Miller Street - City of Deadwood. Plat of Tract 3 of Block 30, O.T. Deadwood; Being a Portion of Tract 1 of the Miller Street Subdivision, City of Deadwood, Lawrence County, South Dakota. (Approved by Planning & Zoning Commission February 21, 2024)

11. **Informational Items and Items from Citizens**

- a. Candidate Forum will be held at City Hall on March 19, 2024 at 5:00 p.m.
- [b.](#) Deadwood Volunteer Fire Department will host the Annual Pancake Feed Sunday, March 10, 2024 from 9:00 a.m. to 1:00 p.m. Free smoke detectors and/or batteries for those who need them.

c. Raffle permit received from American Legion Post 31/VFW Post 5959. Drawing will be held Monday, May 27, 2024.

d. Raffle permit received from Black Hills Shootist Assoc. LTD. Drawing will be held September 28, 2024.

12. **Executive Session**

- a. Executive Session for Personnel Matters per SDCL1-25-2 (1) w/ possible action
Executive Session for Legal Matters per SDCL1-25-2 (3) w/ possible action

13. **Adjournment**

This will be a public Meeting conducted through Zoom. To participate, join Zoom Meeting

URL: <https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZQT09>

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

*Please practice the CDC's social distancing recommendations.
Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.*

REGULAR MEETING, FEBRUARY 20, 2024

The Regular Session of the Deadwood City Commission convened on Monday, February 5, 2024 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Sharon Martinisko and Charlie Struble. Commissioners Michael Johnson and Gary Todd were absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Martinisko seconded to approve the minutes of February 5, 2024. Roll Call: Aye-All. Motion carried.

APROVAL OF DISBURSEMENTS

Martinisko moved, Struble seconded to approve the February 20, 2024 disbursements as amended. Roll Call: Aye-All. Motion carried.

A & B WELDING	SUPPLIES	140.15
A & I DISTRIBUTORS	6 GAL EACH SYN 5W20 BLEND/STRT	308.95
A & J SUPPLY	ANGLE IRON BUMPER/STREETS	260.00
ACE HARDWARE	10Y SEALED CO ALARM/PB	170.11
ALBERTSON ENGINEERING	WHITEWD CRK ADD SVC ADDEND#3	31,110.43
AMAZON CAPITAL	CONFERENCE TABLE-CHAIRS/PARKS	2,512.00
AMERICAN ENGINEERING TESTING	TIMM LN BRIDGE-FIELD/LAB TESTS	2,775.95
AMERICAN RED CROSS TRAINING	(4) LIFEGUARD REVIEWS/REC	184.00
ASSOCIATED BAG COMPANY	ZIPPER BAGS	636.19
ATCO INTERNATIONAL	SPARKLE-ATCOTE/TROLLEY	255.00
AVID4 ENGINEERING	GIS TECH SERVICES RETAINER	2,130.00
BIERSCHBACH EQUIPMENT	(10) 50# BAGS COLD MIX ASPH/ST	177.50
BH CHEMICAL	(24) 45 GAL GARB BAGS/PARKS	2,734.99
BH COUNCIL	2024 ASSESSMENT DUES	605.00
BH ENERGY	POWER 12/22-01/24/24/PUB BLDGS	30,605.27
BH PIONEER	HOLIDAY PARKING AD/P&T	1,265.70
BLACKSTRAP	28.01 TONS BLACK MAGIC SALT/ST	4,817.72
BOMGAARS	2 BATTERIES - FIRE DEPT	399.98
BUTLER MACHINERY	10W ADV HYDO 5 GAL-BLADE A/STR	154.12
CENTURY BUSINESS PRODUCTS	3051CI 1/24 - 2/24	250.99
CHAINSAW CENTER	SPRING-AIR FILT-GLV-TRIMMER/PR	1,114.17
CITY OF LEAD	1/2 EXP-2023 TC ANIMAL SHELTER	1,953.14
COCA COLA	(2) CO2 TANKS/GRANDSTANDS	200.00
CRAIG MATTSON	2024 LOBBYIST FEES	20,040.00
CRAMER MARKETING	CHECKS - FINANCE OFC.	339.48
CULLIGAN	BOTTLED WATER, COOLER RENT- PD	210.00
DEADWOOD CHAMBER	BILL LIST-2/20/2024-B&B, BID1-6	33,637.38
DEADWOOD ELECTRIC	ADD OUTLETS BEHIND RNDHOUSE/ST	302.24
DRIVERS LICENSE GUIDE	2024 I.D.CHECKING GUIDE - P D	122.50
EIDE, KIM	REFUND PARK CITATION/P&T	25.00
EXCEL CONSTRUCTION	47 LINCOLN EMANUEL	559.32
FIB CREDIT CARDS	6-MAGNET RAPIDLOCKS - POLICE	2,715.02
FLOYD'S TRUCK CENTER	BAL.DUE-REPAIR-ENG#2-FIRE DPT	1,867.30
GENERAL TRAFFIC CONTROLS	PED PUSHBUTTON ASSY-SHIP/STRTS	530.00
GOLDEN WEST	EMAIL SECUR,BKUP,WKSTNS	7,094.48
GUNDERSON, PALMER, NELSON	LEGAL SERVICES	5,376.75
IPS GROUP	CC TRANS-WIRELESS DATA FEE/P&T	6,879.11
JACOBS WELDING	FLAT BAR 48"/STREETS	61.49
JENNER EQUIPMENT	ASSY BLADE-OIL 46HD H/PARKS	69.84
JOSEPH, SHIRLENE	771 MAIN JOSEPH	583.60
KNECHT HOME CENTER	HANDLE-PVC-TRAP-KNOB/WATER	212.20
KONE CHICAGO	SRVC CALL FOR ELEV REPAIR/RAMP	2,111.45
KT CONNECTIONS	ZOOM ROOM - CONNECT MICS	136.00
KUCHENBECKER, KEVIN	MEALS TESTIFY HB 1149	24.00
LAWRENCE CO. REGISTER	53 LINCOLN OLSON	90.00
LEAD-DEADWOOD SANITARY	FEB CONSUMPTION/PUB BLDGS	20,823.00
LOOKOUT PLAN + CODE	PLAN REVIEW LODGE-LANDMARK	2,423.20
LYNN'S	COFFEE-FILTERS/TROLLEY	69.70
MACK'S AUTO BODY	REPAIR-'20 DURANGO #3037 - PD	7,123.16
MACQUEEN EMERGENCY	LITHIUM BATTERIES-SCBAs/FIRE	1,575.19
METERING & TECHNOLOGY SOLUTIONS	(12) M25 PLASTIC BARE METER/WT	707.14
MICROSOFT	AZURE SUPPORT 01/01-01/31/24	714.11
MORRISON, RONDA	JAN'24 CONTRACT SVCS- FINANCE	1,760.00
MS MAIL	PRINTING #10 ENVELOPES - FIRE	1,446.64
NHS OF THE BLACK HILLS	CONTRACT JAN 2024	3,520.00
OTIS ELEVATOR	ELEV MAINT 3/1-5/31/24/AM, HAAR	861.66
POOL & SPA CENTER	(2) 75 SQ FT CALDERA FILTER/RE	172.10
QUADIANT FINANCE	REFILL POSTAGE METER	500.00
QUADIANT LEASING	LEASE PYMT - 3/10-6/9/24	245.46
QUIK SIGNS	(2) GRAPHIC CUT OUT SIGNS/STRT	108.61
QUILL	SPOONS & FORKS	127.10
RAMKOTA HOTEL	L STALDER- HB1149	476.00
SAFELITE AUTOGLASS	WINDSHIELD 2019 SILVERADO/PARK	402.26
SANDER SANITATION	JAN RESIDENTIAL GARBAGE	12,787.32
SD COMMISSION ON GAMING	CITY SLOTS - PYMT 8, YR 3	29,829.55
SD DEPT. OF REVENUE	LIC.TRSE.-DWD OUTF,DWD MAIN	225.00
SODAK TITLE	55 TAYLOR COOMES	240.00
SOUTHSIDE SERVICE	TIRE REPAIRS-SENSOR STEM/STRTS	58.00
STONE LAND SERVICES	BOOTS TO BRICKS	4,755.00
STURGIS RESPONDER SUPPLY	TASER HOLDER, 3 POLOS, NM PLT-PD	381.42
SUMMIT SIGNS AND SUPPLY	REFL-LAMINATED STRT SIGNS/STRT	343.00
THE EMBLEM AUTHORITY	CSO-PARKING AUTH PATCHES/P&T	468.00

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TRITECH SOFTWARE SYSTEMS	ANNUAL MAINTENANCE FEES - PD	681.36
VERIZON CONNECT	JANUARY VEHICLE TRACKING/S,P,W	171.60
VERIZON CONNECT NWF	JAN DATA CONNECT SRVC/P&T	92.95
VIGILANT BUSINESS SOLUTION	TESTING	293.75
WHEELER LUMBER OPERATIONS	(25) 6X6-8' FIR #1 RGH Q-NAP/P	2,070.00
WINZER	REMOVE SALES TAX ENTD IN ERROR	188.05

Total \$263,388.85

ITEMS FROM CITIZENS ON AGENDA**Officer of the Year**

Chief Shafer presented Devon Schumacher with the Officer of the Year award for 2023. Shafer stated Schumacher is team orientated, willing to learn, works together to solve problems and has a positive impact on the quality of life of residents and the business community. Commission thanked him for his service. Schumacher thanked Commission, residents and fellow officers of the Police Department.

CONSENT

Struble moved, Martinisko seconded to approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Update Personnel Policy 6.4 for Recreation and Health Benefits
- B. Set Local Review Board meeting for Monday, March 18, 2024 at 9:00 a.m. and request permission to publish in official newspaper.
- C. Permission to hire Albertson Engineering in the amount not to exceed \$75,000.00 for engineering services for retaining walls and other structural engineering needs within the city. (To be paid out of HP Professional Services line item.)
- D. Approve the final portion of Deadwood Historic Preservation Commission's 2024 commitment to the Deadwood Arts Committee in the amount of \$5,000.00 for a total of \$25,000.00 for the creation of a Seth Bullock statue as budgeted.
- E. Permission to award round one of the 2024 Outside of Deadwood Grants in the amount of \$46,500.00 based on the recommendation of Deadwood Historic Preservation Commission.
- F. Purchase of 178 Luxfer Prism Glass Tiles from Two Bit Originals, LLC in the amount of \$1,424.00 to be used as architectural salvage for several historic buildings within Deadwood National Historic Landmark. (To be paid from HP Acquisitions line item.)
- G. Permission for Mayor to sign Payment Processing Agreement with CSG Forte Payments, Inc. for credit card processing at the Rec Center.
- H. Allow use of public property for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot Saturday, June 1 through Sunday, June 2 and use of Event Complex parking area on Sunday, June 2, 2024 from 5:00 a.m. to 3:00 p.m. Deposit has been received.
- I. Approve special alcohol license for VFW to serve alcohol at History and Interpretive Lot for Kool Deadwood Nites on Thursday, August 22, Friday, August 23 and Saturday, August 24, 2024 from 11:00 a.m. to 10:00 p.m. daily. No public hearing necessary since license is on publicly owned property. Payment and application have been received.
- J. Permission to purchase up to 5,600 gallons of non-ethanol fuel at a price of \$2.74 per gallon from Southside Service. (To be paid out of the Streets supplies budget.)
- K. Permission to engage King Appraisals as a state-certified general appraiser to determine a fair-market value of the right-of-way for the proposed Burnham Avenue extension. (To be paid from P&Z professional services line item)

PUBLIC HEARINGS**Alcohol Transfer**

Public hearing for alcohol license transfers from Earnest Hospitality LLC to Fools Gold Gaming LLC dba Deadwood Gulch Resort was canceled.

Alcohol License

Public hearing was opened at 5:08 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed. Struble moved, Martinisko seconded to approve Retail (on-off sale) Wine and Cider License and transfer of Retail (on-off sale) Malt Beverage and SD Farm Wine License (RB-29580) From Black Hills Provisions to Deadwood Main, LLC dba The Vault Lounge at 696 Main Street. Roll Call: Aye-All. Motion carried.

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Alcohol License

Public hearing was opened at 5:09 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed. Struble moved, Martinisko seconded to approve Retail (on-off sale) Malt Beverage and SD Farm Wine License for Deadwood Outfitters & Topsy Buffalo Bar at 653 Main Street. Roll Call: Aye-All. Motion carried.

Summer Kick Off Concerts

Public hearing was opened at 5:10 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was present to answer questions, hearing closed. Martinisko moved, Struble seconded to approve open container in Zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, May 24, and noon to 10:00 p.m. on Saturday, May 25; street closure on Deadwood Street from Main Street to Pioneer Way from 9:00 a.m. on Friday, May 24 to 1:00 a.m. on Sunday, May 26, 2024. and closure of Siever Street (if needed) from 7:00 a.m. to midnight on Saturday, May 25, 2024. Roll Call: Aye-All. Motion carried.

Wednesday Night Concert Series

Public hearing was opened at 5:12 p.m. by Mayor Ruth Jr. Bobby Rock, Outlaw Square, was present to answer questions, hearing closed. Martinisko moved, Struble seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 6:15 p.m. to 10:00 p.m. on the following Wednesdays: May 29, June 5, June 12, June 19, June 26, July 3, July 10, July 17, July 24, July 31, August 14, and August 28 and open container in zone 1 and 2 from 5:00 p.m. to 10:00 p.m. on the above mentioned Wednesdays with the addition of August 21, 2024. Roll Call: Aye-All. Motion carried.

Wild Bill Days

Public hearing was opened at 5:16 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions, hearing closed. Struble moved, Martinisko seconded to approve street closure on Main Street, Deadwood to Pine at 4:00 a.m. on Thursday, June 13 through 10:00 p.m. on Saturday, June 15; street closure on Main Street, Wall to Deadwood from 2:15 p.m. on Thursday, June 13 through 2:00 a.m. on Sunday, June 16; open container in zones 1 and 2 Thursday, June 13, Friday, June 14 and Saturday, June 15 from noon to 10:00 p.m. daily, use of public property Friday, June 14 for Midnight Cowboy 5K, waiver of banner and vending fees Thursday, June 13 through Saturday, June 15, 2024 for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children. Roll Call: Aye-All. Motion carried.

Sturgis Motorcycle Parking

Public hearing was opened at 5:17 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions, hearing closed. Struble moved, Martinisko seconded to approve parking on Main Street 10:00 a.m. to 2:00 a.m. daily Sunday, July 28 through Monday, August 12; parking in Interpretive Lot 10:00 a.m. to 2:00 a.m. daily Thursday, August 1 through Sunday, August 11, 2024. Roll Call: Aye-All. Motion carried.

Kool Deadwood Nites

Public hearing was opened at 5:19 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was present to answer questions, hearing closed. Struble moved, Martinisko seconded to approve street closure on Main Street from Wall to Deadwood at 6:00 p.m. to 9:00 p.m. on Tuesday, August 20, street closure on Main Street from Wall to Deadwood at 2:15 p.m. Wednesday, August 21 to 3:00 a.m. Sunday, August 25; street closure on Siever Street on Thursday, August 22 from 5:00 p.m. to 10:00 p.m.; street closure on Main Street from Deadwood to Pine street on Thursday, August 22 from 4:00 p.m. to 10:00 p.m.; street closure on Main Street from Deadwood to Pine Street on Friday, August 23 and Saturday, August 24 from 4:00 p.m. to 10:00 p.m. daily; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street from 8:00 a.m. to 3:00 p.m. for parade and Show and Shine on Sunday, August 25; open container in Zones 1 and 2 on Wednesday, August 21 from 5:00 p.m. to 10:00 p.m. and Thursday, August 22, Friday, August 23, Saturday, August 24 and Sunday, August 25 from noon to 10:00 p.m. daily; waiver of banner fees Sunday, August 18 through Sunday, August 25; waiver of vending fees for the following non-profits: Deadwood Chamber and American Legion Tuesday, August 20 through Sunday, August 25; waiver of vending fees for Napa (or alternative sponsor) at Welcome Center Lot Thursday, August 22 through Saturday, August 25; use of Interpretive Lot at 2:00 a.m. on Thursday, August 22 through 2:00 p.m. on Sunday, August 25; use of Interpretive Lot (7 parking spaces near Deadwood Street) Sunday, August 18

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through Sunday, August 25 for tent and merchandise; use of Welcome Center Lot at 6:00 a.m. on Tuesday, August 20 through 10:00 p.m. on Saturday, August 24; use of Event Complex, Friday, August 23 through Sunday August 25; and Main Street parking from Wild Bill Bar to Nugget Saloon and in front of Mineral Palace on Thursday, August 22 to Saturday, August 24, 2024 from 10:00 a.m. to 10:00 p.m. daily. Roll Call: Aye-All. Motion carried.

NEW BUSINESS**Second Reading**

Parking and Transportation Director Lux stated no changes between first and second readings. Martinisko moved, Struble seconded to approve second reading of Ordinance #1393 Amending Chapter 10.12.047 Parking Meter Rate regarding language under subsection c(3). Roll Call: Aye-All. Motion carried.

First Reading

Finance Officer McKeown stated no changes between first and second readings. Struble moved, Martinisko seconded to approve second reading of Ordinance #1394 Budget Supplement 1 for 2024. Roll Call: Aye-All. Motion carried.

Parking Donations

McKeown spoke about the parking donations collected which totaled \$22,800.00. Martinisko moved, Struble seconded to approve allocations for funds collected from Holiday Parking donations November 22 through December 26, 2023. Mayor Ruth Jr. thanked everyone that applied. Roll Call: Aye-All. Motion carried.

Black Hills Auxiliary Post 5969 - \$2,000.00	DARE 5 th Grade - \$500.00
DARE 7 th Grade - \$500.00	Deadwood Alive - \$1,500.00
Deadwood History - \$1,000.00	Deadwood-Lead Optimist Club - \$1,000.00
Deadwood-Lead 76ers Swim Team - \$1,000.00	Digger Track and Field Team - \$500.00
Feeding Deadwood - \$ 2,500.00	Golden Gang Easter Egg Hunt - \$700.00
Good Sheperd Clinic, Inc. - \$1,000.00	Homestake Opera House - \$500.00
Knowledge Bowl - \$850.00	Lead-Dwd Area Lions Club - \$1,000.00
Lead-Dwd AAU Wrestling Club - \$500.00	Lead Dwd Baseball Association - \$500.00
Lead Dwd Clothe-A-Kid - \$600.00	Lead Dwd Youth Soccer - \$500.00
Lead-Dwd 49ers BHY Football & Cheer - \$500.00	Lord's Cupboard - \$750.00
NeighborWorks – KidWeird - \$500.00	Northern Hills CASA Program - \$500.00
Santa Shop Elves - \$500.00	Shop with a Cop - \$500.00
Twin City Animal Shelter - \$1,000.00	Twin City Clothing Center - \$1,100.00
Twin City Senior Center - \$800.00	

Service

Public Works Director Stalder spoke about the service. Struble moved, Martinisko seconded to engage Towey Design Services at a cost of \$15,210.00 for the engineering design of the Railroad Avenue Water Main Extension project identifies as Urgent Task #2 of the recent water study to create a loop system as secondary source of water for zones 4, 5, 6, 7 and 8. (To be paid from Water Enterprise Fund.) Roll Call: Aye-All. Motion carried.

Pay

Fire Chief Hamann spoke about the purchase. Martinisko moved, Struble seconded to pay Orange County ESD 3 in the amount of \$130,000.00 for the purchase of 2002 Ferrara Inferno 100 Tower Ladder truck. (To be paid by Fire Department Truck Reserve.) Roll Call: Aye-All. Motion carried.

Pay

Hamann spoke about the expense. Martinisko moved, Struble seconded to allow Fire Department to expend up to \$12,000.00 for freight/delivery fees for newly purchased ladder truck. (To be paid by Fire Department Truck Reserve.) Roll Call: Aye-All. Motion carried.

First Reading

McKeown spoke about the Ordinance. Struble moved, Martinisko seconded to approve first reading of Ordinance #1395 Budget Supplement #2 for 2024. Roll Call: Aye-All. Motion carried.

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INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

A. Commission Meeting on March 4, 2024 will be at 1:00 p.m. to accommodate Government Day Activities with the School District.

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25(1) with possible action.

Fire Chief Hamann stated that Friends of the Fire Department Award went to Rocksino, Gold Country Inn and Bill and Jaci Pearson, and Firefighter of the Year is Joel Ellis

ADJOURNMENT

Struble moved, Martinisko seconded to adjourn the regular session at 5:37 p.m. The next regular meeting will be on Monday, March 4, 2024 at 1:00 p.m.

After coming out of executive session at 6:15 p.m.,

Struble moved, Martinisko seconded to hire Justin Lux as Safety Coordinator effective February 21, 2024 with annual stipend of \$3,000.00 per year. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to adjourn.

ATTEST: _____ DATE: _____

_____ BY: _____

Jessica McKeown, Finance Officer

David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 06536 COMBINED - 3/5/24
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 111 COMMISSION
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-6357	101-4111-427	TRAVEL ANNUAL BANQUET	000000	36.00
01-3223	QUICKTROPHY, LLC	I-126698	101-4111-426	SUPPLIES NAME BADGE- M JOHNSON	000000	11.00
					DEPARTMENT 111 COMMISSION	TOTAL: 47.00
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,086.71
01-1171	A & B BUSINESS SOLUTION	I-IN1132693	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	202.49
01-3877	MUTUAL OF OMAHA	I-001661696142	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	21.41
01-4711	AMAZON CAPITAL SERVICES	I-13YY-WPQY-QGFP	101-4142-426	SUPPLIES BINDERS,PKG TAPE,FLAGS-FINANCE	000000	55.25
01-4946	CIVICPLUS LLC	I-292893	101-4142-422	PROFESSIONAL MUNIDOCs RENEWAL	000000	350.00
					DEPARTMENT 142 FINANCE	TOTAL: 3,715.86
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,086.71
01-0553	MONTANA DAKOTA UTILITIE	I-NAT GAS 02/22/24	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	15.95
		I-NAT GAS 02/22/24	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	656.34
		I-NAT GAS 02/22/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	430.04
		I-NAT GAS 02/22/24	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	312.50
		I-NAT GAS 02/22/24	101-4192-428-04	UTILITIES - C CITY HALL	000000	500.13
		I-NAT GAS 02/22/24	101-4192-428-07	UTILITIES - F FIRE HALL	000000	754.18
		I-NAT GAS 02/22/24	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	248.53
		I-NAT GAS 02/22/24	101-4192-428-09	UTILITIES - H HARCC	000000	375.24
		I-NAT GAS 02/22/24	101-4192-428-10	UTILITIES - L LIBRARY	000000	423.11
		I-NAT GAS 02/22/24	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	181.10
		I-NAT GAS 02/22/24	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	5,169.53
		I-NAT GAS 02/22/24	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	688.02
		I-NAT GAS 02/22/24	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	175.28
		I-NAT GAS 02/22/24	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	59.82
		I-NAT GAS 02/22/24	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	806.44
		I-NAT GAS 02/22/24	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	597.28
01-0578	TWIN CITY HARDWARE & LU					

PACKET: 06536 COMBINED - 3/5/24
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		C-2402-285509	101-4192-426-14	SUPPLIES - ST MOEN BRASS CARTRIDGE/STRTS	000000	53.98-
		C-2402-285688	101-4192-426-14	SUPPLIES - ST EXT TUBE-WASTE ARM/STRTS	000000	17.97-
		I-2401-284818	101-4192-425-14	REPAIRS - STR PVC REPLACEMENT FLANGE/STRTS	000000	31.99
		I-2401-285028	101-4192-426	SUPPLIES VINEGAR-SCOUR PADS-BRUSH/PB	000000	50.31
		I-2402-285274	101-4192-425-14	REPAIRS - STR PUTTY KNIFE-PATCH-BRUSH/STRTS	000000	46.97
		I-2402-285538	101-4192-425-15	REPAIRS - TRO PRSR REDUCING VALVE/WATER	000000	259.99
		I-2402-285629	101-4192-426-14	SUPPLIES - ST PLUMBERS PUTTY/STREETS	000000	6.49
		I-2402-285653	101-4192-426-14	SUPPLIES - ST P TRP-EXT TUBE-ICE MAKER KIT/S	000000	47.43
		I-2402-285664	101-4192-425-14	REPAIRS - STR PLAT P TRAP-WASTE ARM/STRTS	000000	10.99
		I-2402-285693	101-4192-426-14	SUPPLIES - ST FLEX EXT-PLAST WALL TUBE/STRTS	000000	30.96
		I-2402-285705	101-4192-426-14	SUPPLIES - ST PLASTIC P TRAP/STREETS	000000	4.99
		I-2402-285914	101-4192-426-14	SUPPLIES - ST POLY TUBE-CPLG-VALVE-CONN/STRT	000000	44.66
		I-2402-285944	101-4192-426-14	SUPPLIES - ST EXT-PHONE CORD-STRIP/STREETS	000000	52.46
		I-2402-286299	101-4192-426-14	SUPPLIES - ST GRAY ACRYLIC CAULK/STREETS	000000	8.99
		I-2402-286306	101-4192-425-24	REPAIRS - OUT HOT-COLD LOW LEAD CER DISC/OSQ	000000	71.98
		I-2402-286339	101-4192-425-24	REPAIRS - OUT HOT-COLD LOW LEAD DISC/OSQ	000000	78.11
		I-2402-286612	101-4192-426-14	SUPPLIES - ST TUB UTILITY KIT 16 GAL/STRTS	000000	159.99
		I-2402-287076	101-4192-425-21	REPAIRS - WEL CLOSET KIT-HANDLE-BREAK KIT/WE	000000	124.95
		I-2402-287102	101-4192-425-24	REPAIRS - OUT CHR FLOOR DOOR STOP/OSQ	000000	23.98
		I-2402-287271	101-4192-426-14	SUPPLIES - ST FOSSIL SPRAY PAINT/STREETS	000000	7.79
01-1003	VERIZON WIRELESS					
		I-9956355987	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	41.93
01-1502	BLACK HILLS CHEMICAL					
		I-264166	101-4192-426	SUPPLIES KITCHEN TOWELS/PUB BLDGS	000000	82.14
01-1626	SERVALL UNIFORM AND LIN					
		I-02/06/24 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0877928	000000	41.55
		I-02/06/24 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0877930	000000	68.71
		I-02/06/24 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY/0877929	000000	58.95
		I-02/06/24 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0877912	000000	41.33
		I-02/06/24 INVOICES	101-4192-422-10	PROFESSIONAL LIBRARY / 0877914	000000	38.37
		I-02/08/24 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 0879066	000000	173.12
		I-02/08/24 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 0879067	000000	255.29
		I-02/08/24 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 0879065	000000	60.56
		I-02/08/24 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 00879064	000000	39.50
		I-02/20/24 INVOICES	101-4192-426-04	SUPPLIES - CI CITY HALL - 0884469	000000	173.12
		I-02/20/24 INVOICES	101-4192-426-13	SUPPLIES - RE REC CENTER / 0884470	000000	255.29
		I-02/20/24 INVOICES	101-4192-426-08	SUPPLIES - HI HISTORY / 07884468	000000	60.56
		I-02/20/24 INVOICES	101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0884467	000000	39.50
		I-02/20/24 INVOICES	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0883311	000000	41.55
		I-02/20/24 INVOICES	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0883313	000000	81.29
		I-02/20/24 INVOICES	101-4192-426-15	SUPPLIES - TR TROLLEY/0883312	000000	58.95
		I-02/20/24 INVOICES	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0883297	000000	41.33
		I-02/20/24 INVOICES	101-4192-422-10	PROFESSIONAL LIBRARY / 0883299	000000	39.23
01-3342	RASMUSSEN MECHANICAL SE					

PACKET: 06536 COMBINED - 3/5/24
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3342	RASMUSSEN MECHANICAL SE		continued			
		I-SRV107783	101-4192-422-04	PROFESSIONAL CLEAN CRAC UNIT-VAPOR SYS/PB	000000	2,396.57
		I-SRV108484	101-4192-425-07	REPAIRS - FIR BURNER ISSUE IN HEATER/PB	000000	432.29
		I-SRV108683	101-4192-425-04	REPAIRS - CIT REPL EXHAUST FAN MOTOR/CITY HA	000000	2,490.00
		I-SRV108776	101-4192-425-17	REPAIRS-DAYS CHECKED GAS FITTINGS/PB	000000	348.30
		I-SRV109627	101-4192-425-13	REPAIRS - REC REPAIR LEAKY SECTION PIPE/REC	000000	420.75
		I-SRV109893	101-4192-425-13	REPAIRS - REC REPL-PROGRAM VFD SUP FAN #1/RE	000000	3,791.57
01-3421	S AND C CLEANERS					
		I-02/27/24 INV #146	101-4192-422-04	PROFESSIONAL CITY HALL	000000	998.00
		I-02/27/24 INV #146	101-4192-422-04	PROFESSIONAL POLICE DEPT	000000	1,165.00
		I-02/27/24 INV #146	101-4192-422-07	PROFESSIONAL FIRE DEPT	000000	535.00
		I-02/27/24 INV #146	101-4192-422-10	PROFESSIONAL LIBRARY	000000	768.00
		I-02/27/24 INV #146	101-4192-422-21	PROFESSIONAL WELCOME CENTER	000000	1,954.00
		I-02/27/24 INV #146	101-4192-422-13	PROFESSIONAL REC CENTER	000000	1,933.00
		I-02/27/24 INV #281	101-4192-422-24	PROFESSIONAL OSQ OFFICE	000000	465.00
		I-02/27/24 INV #281	101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	465.00
		I-02/27/24 INV #281	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	189.00
01-3838	BLUEPEAK					
		I-TELEPHONE 02/16/24	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	50.50
		I-TELEPHONE 02/16/24	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,795.83
		I-TELEPHONE 02/16/24	101-4192-428-07	UTILITIES - F FIRE HALL	000000	328.92
		I-TELEPHONE 02/16/24	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	248.37
		I-TELEPHONE 02/16/24	101-4192-428-10	UTILITIES - L LIBRARY	000000	738.63
		I-TELEPHONE 02/16/24	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	0.00
		I-TELEPHONE 02/16/24	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	139.99
		I-TELEPHONE 02/16/24	101-4192-428-14	UTILITIES - S STREET SHOP	000000	46.04
		I-TELEPHONE 02/16/24	101-4192-428-06	UTILITIES - D DAYS OF '76 GRANDSTANDS	000000	872.81
		I-TELEPHONE 02/16/24	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	79.99
01-3877	MUTUAL OF OMAHA					
		I-001661696142	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	14.63
01-4711	AMAZON CAPITAL SERVICES					
		I-143V-31MT-KYX3	101-4192-426	SUPPLIES LENS CLEANING TOWELETTES/PB	000000	28.80
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 39,859.54
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/24	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	12,708.50
01-0467	CULLIGAN OF THE BLACK H					
		I-0019876	101-4210-424	RENTALS BTTLD WTR-5 GAL, COOLER RENT-PD	000000	51.00
01-0508	GALLS, LLC					
		I-027077488	101-4210-426	SUPPLIES UNIFORM SWEATER - POLICE	000000	201.90

3/01/2024 11:09 AM
 PACKET: 06536 COMBINED - 3/5/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 210 POLICE
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	I-421519	101-4210-422	PROFESSIONAL SET UP 2 LAPTOPS - POLICE	000000	270.00
01-0832	MACK'S AUTO BODY, LLC	I-2024-014	101-4210-425	REPAIRS REPAIR '20 DURANGO - POLICE	000000	2,470.50
01-1653	STURDEVANT'S AUTO PARTS	I-832026040	101-4210-425	REPAIRS 2 HALOGEN BULBS - PD	000000	14.02
01-3877	MUTUAL OF OMAHA	I-001661696142	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	72.60
01-5034	STURGIS RESPONDER SUPPL	I-3446	101-4210-426	SUPPLIES 2 UNIFORM PARKAS, PATCHES - PD	000000	835.18
01-5207	SAFE LIFE DEFENSE	I-32338569	101-4210-426	SUPPLIES 3 - CONCEALABLE VESTS - POLICE	000000	1,347.28
DEPARTMENT 210 POLICE					TOTAL:	17,970.98
01-0361	SD PUBLIC ASSURANCE ALL	I-30276	101-4221-421	INSURANCE ADD ON '02 FERRARA LDDR TRK-FD	000000	735.43
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-0578	TWIN CITY HARDWARE & LU	I-2402-287541	101-4221-426	SUPPLIES CLEANING SUPPLIES - FIRE DPT.	000000	83.95
01-1171	A & B BUSINESS SOLUTION	I-IN1114467	101-4221-422	PROFESSIONAL COPIER CONTRACT-JAN-FIRE DPT	000000	105.30
		I-IN1131498	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	104.55
01-1653	STURDEVANT'S AUTO PARTS	I-832024772	101-4221-425	REPAIRS PERMAPOXY-LIGHT PLANT - FD	000000	7.49
		I-832025421	101-4221-426	SUPPLIES OIL FLEET,AIR FLEET-TRK#4 - FD	000000	64.66
01-2594	DEADWOOD FIRE DEPARTMEN	I-02/15/24 - HOL.INN	101-4221-427	TRAVEL REIMBS.LODGING-TX/CK LDDR TRK	000000	250.00
01-3877	MUTUAL OF OMAHA	I-001661696142	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-4682	ROBITAILLE, PAUL	I-02/23/24	101-4221-427	TRAVEL TRVL/LODGING-TX/CK LADDER TRK	000000	223.82
01-4711	AMAZON CAPITAL SERVICES	I-1GQF-J71R-9F61-A	101-4221-426	SUPPLIES FILE FOLDERS - FIRE DEPT	000000	28.32

01/01/2024 11:09 AM
 PACKET: 06536 COMBINED - 3/5/24
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5058	FETTER, CHARLES	I-02/23/24	101-4221-427	TRAVEL TRVL TO TX/LADDER TRK - FIRE	000000	140.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 2,389.50
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-1003	VERIZON WIRELESS	I-9956355987	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-3877	MUTUAL OF OMAHA	I-001661696142	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 672.95
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,660.71
01-0578	TWIN CITY HARDWARE & LU	C-2402-285704	101-4310-426	SUPPLIES LOGITECH USB SPEAKERS/STRTS	000000	19.99-
		C-2402-287531	101-4310-426	SUPPLIES CAULK GUN/STREETS	000000	224.99-
		I-2401-284449	101-4310-425	REPAIRS MOEN BRASS CARTRIDGE/STRTS	000000	53.98
		I-2401-284986	101-4310-426	SUPPLIES SDS MAX BIT-FASTENERS/STRTS	000000	64.35
		I-2402-285572	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	2.38
		I-2402-285694	101-4310-426	SUPPLIES LOGITECH SPEAKERS/STREETS	000000	19.99
		I-2402-285884	101-4310-426	SUPPLIES STEEL WOOL-ADHV CAULK/STRTS	000000	11.48
		I-2402-285983	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	35.04
		I-2402-286049	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	3.40
		I-2402-286281	101-4310-426	SUPPLIES (4) BLACK SPRAY PAINT/STRTS	000000	31.16
		I-2402-286404	101-4310-426	SUPPLIES ELECTRICAL-CRIMP TOOL/STRTS	000000	52.49
		I-2402-286439	101-4310-426	SUPPLIES CONNECT-SPLICE-KIT-ORGANIZER/S	000000	58.93
		I-2402-286602	101-4310-426	SUPPLIES ALKALINE BATTERY/STREETS	000000	39.98
		I-2402-287113	101-4310-426	SUPPLIES LOGITECH STEREO SPEAKERS/STRTS	000000	69.99
		I-2402-287529	101-4310-426	SUPPLIES HEX KEY-CAULK-GUN-EPOXY/STRTS	000000	318.34
01-0677	LAWSON PRODUCTS, INC.	I-9311302359	101-4310-426	SUPPLIES HEX CAP SCREWS-WASHERS/STRTS	000000	72.68
01-0782	JACOBS PRECISION WELDIN	I-30931	101-4310-425	REPAIRS FLAT BAR 5'-WELD DRINGS/STREET	000000	82.70
01-1003	VERIZON WIRELESS	I-9956355987	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.77
01-1171	A & B BUSINESS SOLUTION	I-IN1131500	101-4310-424	RENTALS FEB CONTRACT COPIER/STREETS	000000	79.25

PACKET: 06536 COMBINED - 3/5/24
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 310 STREETS
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1351	GREAT WESTERN TIRE, INC	I-1-271482	101-4310-425	REPAIRS	FLAT TIRE REPAIR SRVC CALL/STR 000000	185.00
01-1374	BUTLER MACHINERY COMPAN	I-06PS0677748	101-4310-426	SUPPLIES	(2) 10W ADV HYDO 5 GAL/STREETS 000000	201.34
		I-06W00209358	101-4310-425	REPAIRS	REMOVE-INSTALL TIP CYLIND/STRT 000000	2,174.70
01-1498	A & J SUPPLY	I-2267	101-4310-426	SUPPLIES	(2) TURN BUCKLES/STREETS 000000	59.98
01-1653	STURDEVANT'S AUTO PARTS	C-832024989	101-4310-426	SUPPLIES	RETURN-FUSED CIRCUIT/STRTS 000000	2.50-
		I-832024633	101-4310-426	SUPPLIES	GREASE SEALS/STRTS 000000	27.73
		I-832024760	101-4310-426	SUPPLIES	1/4 DR 13/16 SQUARE/STRTS 000000	16.99
		I-832024959	101-4310-426	SUPPLIES	TBOLT CLAMP-SUCTION HOSE/STRTS 000000	65.78
		I-832024987	101-4310-426	SUPPLIES	LOW PROF FUSE-HYD FLUID/STRTS 000000	81.45
		I-832025076	101-4310-425	REPAIRS	DOOR HINGE PIN/STRTS 000000	9.98
		I-832025077	101-4310-426	SUPPLIES	3 PK PURE STEEL A/F/STREETS 000000	4.49
		I-832025269	101-4310-426	SUPPLIES	TRYGG SCAN TRAC-FREIGHT/STRTS 000000	388.23
		I-832025574	101-4310-426	SUPPLIES	ROTELLA-GLOVES-SNOW PLOW/STRTS 000000	240.86
		I-832025614	101-4310-426	SUPPLIES	BLK SHRK-FLUID 55 GAL DRUM/STR 000000	267.74
		I-832026024	101-4310-426	SUPPLIES	(6) GL -25 POWER BLAST/STRTS 000000	22.74
		I-832026163	101-4310-425	REPAIRS	(4) DIDGE PILLOW/STREETS 000000	615.80
		I-832026169	101-4310-426	SUPPLIES	BL ICE-PURE STEEL-CAR SCENT/ST 000000	13.47
		I-832026211	101-4310-426	SUPPLIES	DEUTSCH 6 WAY RECPT/STRTS 000000	12.98
01-1681	BIERSCHBACH EQUIPMENT &	I-070131	101-4310-426	SUPPLIES	(25) 50# COLD MIX ASPHALT/STRT 000000	443.75
01-1919	CORR CONSTRUCTION SERVI	I-PAYAPP#5-2/19/24	101-4310-422-01	TIMM LANE BRI	TIMM LANE PAY APP #5 000000	33,550.72
01-3877	MUTUAL OF OMAHA	I-001661696142	101-4310-415	GROUP INSURAN	LIFE INSURANCE 000000	41.03
				DEPARTMENT 310	STREETS TOTAL:	44,858.90
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	101-4520-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S 000000	5,324.54
01-0514	SIMON MATERIALS COMPANY	I-3515326	101-4520-426	SUPPLIES	14.09 TON MAN SAND UNWASH/PRKS 000000	211.35
01-0563	RCS CONSTRUCTION	I-PAYAPP#5-2/23/24	101-4520-422-01	PROF SERV- FE	PAY APP#5-WHITEWD CRK RESTOR. 000000	1,215,091.80
01-0578	TWIN CITY HARDWARE & LU	I-2402*286600	101-4520-426	SUPPLIES	(5) 0-RINGS/PARKS 000000	4.95

PACKET: 06536 COMBINED - 3/5/24
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 520 PARKS
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0578	TWIN CITY HARDWARE & LU	continued					
		I-2402-285180	101-4520-426	SUPPLIES (4) 2X8X10 HF SEL STR/PARKS	000000	79.96	
		I-2402-285541	101-4520-426	SUPPLIES (5) 1 CU FT LAWN SOIL/PARKS	000000	44.95	
		I-2402-285900	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	68.22	
		I-2402-286035	101-4520-426	SUPPLIES (2) CORRECTION TAPE/PARKS	000000	13.98	
		I-2402-286054	101-4520-426	SUPPLIES FLR ORANGE MARKING PAINT/PARKS	000000	12.99	
		I-2402-287300	101-4520-426	SUPPLIES TORCH KIT-GALV NIPPLE-PENE/PRK	000000	45.17	
01-0677	LAWSON PRODUCTS, INC.						
		I-9311302360	101-4520-426	SUPPLIES BUNAM ORING-CUTOFF WHEEL/PARKS	000000	112.18	
01-1171	A & B BUSINESS SOLUTION						
		I-IN1131501	101-4520-424	RENTALS FEB CONTRACT COPIER/PARKS	000000	147.27	
01-1653	STURDEVANT'S AUTO PARTS						
		I-832025439	101-4520-426	SUPPLIES BRAKE FLUID-BL ICE AF/PARKS	000000	50.68	
		I-832025470	101-4520-426	SUPPLIES REPL LENS RED/PARKS	000000	8.99	
		I-832025771	101-4520-426	SUPPLIES REPL BLOWER MOTOR/PARKS	000000	61.53	
01-2173	PLAYPOWER LT FARMINGTON						
		I-1400251031	101-4520-425	REPAIRS PANEL ARCH TUNNEL/PARKS	000000	600.00	
01-3877	MUTUAL OF OMAHA						
		I-001661696142	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	42.90	
01-4345	ULINE						
		I-174243369	101-4520-426	SUPPLIES IMPACT-RANCH-QUICK GLOVES/PARK	000000	428.22	
01-4669	KUBOTA LEASING						
		I-2024 PAYMENTS	101-4520-434	MACHINERY/EQU 2024 PAYMENTS SKID STEER/PARKS	000000	3,753.48	
01-5052	AVID4 ENGINEERING						
		I-23-123.8	101-4520-422	PROFESSIONAL TRAILS & ARCHEAEOLOGY	000000	310.00	
01-5202	SIGNATURE AUTO SALES						
		I-01/22/24 INVOICE	101-4520-434	MACHINERY/EQU SNOW PUSHER BACK DRAG/PARKS	000000	3,200.00	
					DEPARTMENT 520 PARKS	TOTAL: 1,229,613.16	
01-0433	WELLMARK BLUE CROSS BLU						
		I-03/01/24	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38	
01-3877	MUTUAL OF OMAHA						
		I-001661696142	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	6.60	
01-4871	SCHNERINGER, CINDY						
		I-006	101-4640-422	PROFESSIONAL CONTRACT SERVICES -2/3-2/27/24	000000	875.00	
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 1,520.98	

01/01/2024 11:09 AM
 PACKET: 06536 COMBINED - 3/5/24
 VENDOR SET: 01
 FUND : 206 LIBRARY FUND
 DEPARTMENT: 550 LIBRARY
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-0467	CULLIGAN OF THE BLACK H	I-0020187	206-4550-426	SUPPLIES BOTTLED WATER-5 GAL. - LIBRARY	000000	28.80
01-1171	A & B BUSINESS SOLUTION	I-IN1131800	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	67.30
01-1557	DEMCO, INC.	I-40380398	206-4550-426	SUPPLIES BOOK PROCESSING SUPPLIES-LIBR	000000	202.53
		I-7429894	206-4550-426	SUPPLIES BOOK JACKET COVERS - LIBRARY	000000	179.76
01-1562	MIDWEST TAPE, LLC	I-504871775	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	35.23
		I-504973730	206-4550-434	COLLECTION DE DIGITAL BOOKS,MOVIES - LIBRARY	000000	76.23
		I-504997329	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	48.73
		I-505029027	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	24.99
		I-505060984	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	78.72
		I-505093781	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	107.96
01-1613	THE LIBRARY STORE, INC.	I-674993	206-4550-426	SUPPLIES SECURITY CASES FOR DVDs - LIBR	000000	619.92
01-3493	OVERDRIVE	I-H-0102385	206-4550-429	TECHNOLOGY/HO PARTICIP/MAINT. FEE - LIBRARY	000000	375.00
		I-H-0102385	206-4550-434	COLLECTION DE PARTICIP/FUTURE PURCH-LIBRARY	000000	1,125.00
01-3877	MUTUAL OF OMAHA	I-001661696142	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.29
01-4625	FIB CREDIT CARDS	I-01/31/24LIBRARYCCD	206-4550-424	PROGRAMMING "SEED KEEPER"DISCUSSION-LIBR	000000	50.00
01-4711	AMAZON CAPITAL SERVICES	I-19RK-QGPM-TN3N	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	223.00
		I-19RK-QGPM-TN3N	206-4550-426	SUPPLIES PROGRAM SUPPLIES - LIBRARY	000000	16.37
		I-1F9F-WLK4-CJDX	206-4550-426	SUPPLIES BLDG SUPPLIES - LIBRARY	000000	59.97
		I-1F9F-WLK4-CJDX	206-4550-424	PROGRAMMING CHILDREN'S PROGRAM - LIBRARY	000000	149.99
		I-1M1L-JVKQ-GHWH	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	19.19
		I-1VD3-Q9XK-9JFY	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	270.29
		I-1VD3-Q9XK-9JFY	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	15.95
		I-1VKX-6CPD-CNTD	206-4550-424	PROGRAMMING PROGRAM SUPPLIES - LIBRARY	000000	36.68
		I-1VKX-6CPD-CNTD	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	164.18
		I-1X3N-N1JM-1TNK	206-4550-429	TECHNOLOGY/HO TONER CARTRIDGE - LIBRARY	000000	342.77
		I-1X3N-N1JM-1TNK	206-4550-426	SUPPLIES BLDG SUPPLIES - LIBRARY	000000	59.99
					DEPARTMENT 550 LIBRARY	TOTAL: 5,022.22
					FUND 206 LIBRARY FUND	TOTAL: 5,022.22

PACKET: 06536 COMBINED - 3/5/24
VENDOR SET: 01
FUND : 209 BED & BOOZE FUND
DEPARTMENT: 510 REC CENTER
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	943.19-	
01-2645	HAWKINS INC	I-6696027	209-4510-426	SUPPLIES DELDRUM-AZONE-FREIGHT/REC	000000	785.90	
01-3097	AMERICAN RED CROSS	I-22662581	209-4510-422	PROFESSIONAL LIFEGUARDING CERT/REC CENTER	000000	46.00	
01-3314	CENTURY BUSINESS PRODUC	I-718465	209-4510-422	PROFESSIONAL QTRLY COPIER CONTRACT/REC	000000	259.23	
01-3877	MUTUAL OF OMAHA	I-001661696142	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	16.50	
					DEPARTMENT 510 REC CENTER	TOTAL:	164.44
					FUND 209 BED & BOOZE FUND	TOTAL:	164.44

PACKET: 06536 COMBINED - 3/5/24

VENDOR SET: 01

Section 4 Item a.

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-02/28/24	211-4630-423	MARKETING BID #9 BAND DEPOSITS	000000	42,000.00
			DEPARTMENT 630	BID #9	TOTAL:	42,000.00
			FUND 211	BID #9	TOTAL:	42,000.00

PACKET: 06536 COMBINED - 3/5/24

VENDOR SET: 01

Section 4 Item a.

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-02/14/24	212-4630-423	MARKETING BILL LIST FOR 2/20/24 - BID #8 000000		2,847.27
01-3602	DEADWOOD GAMING ASSOCIA	I-02/27/24	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	10,000.00
				DEPARTMENT 630 BID 8	TOTAL:	12,847.27
				FUND 212 BID #8 (Business Improve)	TOTAL:	12,847.27

01/01/2024 11:09 AM
 PACKET: 06536 COMBINED - 3/5/24
 VENDOR SET: 01
 FUND : 215 HISTORIC PRESERVATION
 DEPARTMENT: 572 HP VISITOR MGMT AND INFOR
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-02142024	215-4572-210	VISITOR MGMT MARKETING EXPENSES	000000	36,459.62
01-3558	DEADWOOD HISTORY, INC.	I-32720	215-4572-235	VISITOR MGMT SETH BULLOCK STATUE	000000	5,000.00
01-4247	SD HISTORICAL SOCIETY F	I-CB-1401	215-4572-235	VISITOR MGMT 2024 SD HIST CONFERENCE	000000	1,500.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 42,959.62
01-0951	DEADWOOD ALIVE	I-1100-24	215-4573-345	HIST. INTERP. SPRING 2024	000000	4,000.00
01-1986	ASSOCIATED BAG COMPANY	I-G509735	215-4573-335	HIST. INTERP. 6X14 ZIPPER BAGS	000000	65.53
01-2014	TOMS, DON	I-020724	215-4573-335	HIST. INTERP. LC TAX RECORD PROJECT	000000	600.00
01-5204	THE LITTLE PRINT SHOP	I-454010	215-4573-335	HIST. INTERP. COIL BIND BOOK GOLD&SILVER SW	000000	9.04
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 4,674.57
01-1219	BROKEN BOOT GOLD MINE,	I-022724	215-4575-520	GRANT/LOAN PR 2023 NOT FOR PROFIT GRANT	000000	15,301.36
01-3168	DAKOTALAND/PYLE HOUSE	I-022724	215-4575-520	GRANT/LOAN PR 2023 RD2 OUTS DWD GRANT	000000	4,550.00
01-4910	BEAR BUTTE CREEK HIST.P	I-022724	215-4575-520	GRANT/LOAN PR 2023 RD 1 OUTS DWD GRANT	000000	10,000.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 29,851.36
01-1529	LAWRENCE CO. TREASURER	I-30075-00035-00-00	215-4577-780	CAPITAL ASSET 30075-00035-000-00	000000	260.76
		I-30075-00036-000-10	215-4577-780	CAPITAL ASSET ABATEMENT SCHOOL LOTS	000000	52.18
		I-30075-00049-000-00	215-4577-780	CAPITAL ASSET 30075-00049-000-00	000000	368.28
DEPARTMENT 577 HP FIXED CAPITAL ASSETS O						TOTAL: 681.22
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,102.59

PACKET: 06536 COMBINED - 3/5/24
 VENDOR SET: 01
 FUND : 215 HISTORIC PRESERVATION
 DEPARTMENT: 641 OFFICE HIST. PRES.
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-6357	215-4641-427	TRAVEL ANNUAL BANQUET	000000	36.00
01-0578	TWIN CITY HARDWARE & LU	I-2402-286240	215-4641-434	MACHINERY/EQU CO DETECTORS ARCHIVES	000000	75.97
01-1003	VERIZON WIRELESS	I-9956355987	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-3877	MUTUAL OF OMAHA	I-001661696142	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
01-4711	AMAZON CAPITAL SERVICES	I-1CQD-XDTD-N3Q6	215-4641-434	MACHINERY/EQU MONITOR K KUCHENBECKER	000000	146.00
		I-1FT4-PTD1-KKKN	215-4641-426	SUPPLIES PLANNER/SPEAKERS/HEADSET	000000	99.89
01-5052	AVID4 ENGINEERING	I-23-123.8	215-4641-422	PROFESSIONAL TRAILS & ARCHAEOLOGY	000000	3,040.00
DEPARTMENT 641 OFFICE HIST. PRES.					TOTAL:	6,566.86
FUND 215 HISTORIC PRESERVATION					TOTAL:	84,733.63

PACKET: 06536 COMBINED - 3/5/24
VENDOR SET: 01
FUND : 216 REVOLVING LOAN
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4032	LIVENGOOD BLUES	I-020924	216-1310	DUE FROM OTHE 39 STEWART PARHAM	000000	1,163.89
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 1,163.89
01-1496	LAWRENCE CO. REGISTER O	I-021624	216-4653-960	CLOSING CO REC FEE 55 TAYLOR COOMES	000000	60.00
		I-022224	216-4653-960	CLOSING CO REC FEE 18 DENVER DRUMMOND	000000	30.00
01-2849	DAKOTA LUMBER CO	I-2312-267783-2	216-4653-962-03	WINDOWS GRANT 56 LINCOLN THOMPSON	000000	4,782.62
01-3292	MIKE VAGA PLUMBING	I-6462	216-4653-962-01	SPECIAL NEEDS 771 MAIN JOSEPH	000000	3,359.36
01-4032	LIVENGOOD BLUES	I-1028	216-4653-962-03	WINDOWS GRANT 39 STEWART PARHAM	000000	2,979.55
01-5141	PARHAM, MICHAEL	I-117359	216-4653-962-03	WINDOWS GRANT 39 STEWART PARHAM	000000	3,000.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 14,211.53
				FUND	216	REVOLVING LOAN
						TOTAL: 15,375.42

PACKET: 06536 COMBINED - 3/5/24
VENDOR SET: 01
FUND : 602 WATER FUND
DEPARTMENT: 330 WATER
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,820.70
01-0578	TWIN CITY HARDWARE & LU	I-2402-286407	602-4330-426	SUPPLIES NON GLARE SHEET PROTECTOR/WTR	000000	4.99
01-1003	VERIZON WIRELESS	I-9956355987	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-9956355987	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-9956355987	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.04
		I-9956355987	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	46.93
		I-9956355987	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	41.93
01-1171	A & B BUSINESS SOLUTION	I-IN1131500	602-4330-424	RENTALS FEB CONTRACT COPIER/WATER	000000	79.26
01-1365	SD PUBLIC HEALTH LAB	I-10614002	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1409	US POSTAL SERVICE	I-02/20/24	602-4330-422	PROFESSIONAL 1ST CLASS PRESORT - PERMIT #3	000000	320.00
01-1653	STURDEVANT'S AUTO PARTS	I-832026127	602-4330-426	SUPPLIES 3 PK BAYSIDE BREEZE/WATER	000000	4.49
01-2847	MCDIRT EXCAVATION	I-6139	602-4330-425	REPAIRS WATER LEAK REPAIRS/WATER	000000	3,454.59
01-3094	BOMGAARS	I-57231026	602-4330-434	MACHINERY/EQU IMPACT WRENCH-BATTERY/WATER	000000	249.99
01-3877	MUTUAL OF OMAHA	I-001661696142	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	27.83
					DEPARTMENT 330 WATER	TOTAL: 8,400.79
					FUND 602 WATER FUND	TOTAL: 8,400.79

PACKET: 06536 COMBINED - 3/5/24
 VENDOR SET: 01
 FUND : 607 HISTORIC CEMETERIES
 DEPARTMENT: 580 HISTORIC CEMETERIES
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3558	DEADWOOD HISTORY, INC.	I-32719	607-4580-426	SUPPLIES ADS 1/2 PG TRUE WEST MAG/MM	000000	475.00
01-3785	TALLGRASS LANDSCAPE ARC	I-2024-013	607-4580-422	PROFESSIONAL 2023 MM CEM PRES IMPROVEMENTS	000000	2,622.00
01-3838	BLUEPEAK	I-TELEPH MM 2/16/24	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	168.23
		I-TELEPH MM 2/16/24	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	40.87
		I-TELEPH MM 2/16/24	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	125.60
DEPARTMENT 580 HISTORIC CEMETERIES					TOTAL:	3,431.70
FUND 607 HISTORIC CEMETERIES					TOTAL:	3,431.70

01/01/2024 11:09 AM
 PACKET: 06536 COMBINED - 3/5/24
 VENDOR SET: 01
 FUND : 610 PARKING/TRANSPORTATION
 DEPARTMENT: 360 PARKING/TRANSPORTATION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0378	NORTHERN HILLS CASA	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	500.00
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,599.09
01-0475	DEADWOOD CHAMBER & VISI	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PKG DONATION-FEEDING DWD	000000	2,500.00
01-0508	GALLS, LLC	I-026999475	610-4360-426	SUPPLIES (2) ANSII II SAFETY VEST/P&T	000000	52.15
01-0558	NHS OF THE BLACK HILLS	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	500.00
01-0951	DEADWOOD ALIVE	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	1,500.00
01-1003	VERIZON WIRELESS	I-9956355987	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9956355987	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMENT SYS/P&T	000000	125.79
01-1047	TWIN CITY ANIMAL SHELTE	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	1,000.00
01-1743	LEAD-DEADWOOD SCHOOL DI	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PKG DONATN-KNOWLEDGE BOWL	000000	850.00
01-2742	LEAD-DEADWOOD BASEBALL	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	500.00
01-3306	LEAD-DEADWOOD LIONS CLU	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	1,000.00
01-3309	THE LORD'S CUPBOARD	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	750.00
01-3474	GOOD SHEPHERD CLINIC, I	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	1,000.00
01-3497	DEADWOOD LEAD OPTIMIST	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	1,000.00
01-3558	DEADWOOD HISTORY, INC.	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	1,000.00
01-3700	TWIN CITY CLOTHING CENT	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	1,100.00

01/01/2024 11:09 AM
 PACKET: 06536 COMBINED - 3/5/24
 VENDOR SET: 01
 FUND : 610 PARKING/TRANSPORTATION
 DEPARTMENT: 360 PARKING/TRANSPORTATION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA	I-001661696142	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	23.10
01-4080	LEAD-DEADWOOD 49ERS YOU	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	500.00
01-4654	GOLDEN GANG EASTER EGG	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	700.00
01-4655	DEADWOOD LEAD 76ERS SWI	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	1,000.00
01-4656	LEAD-DEADWOOD CLOTHE-A-	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	600.00
01-4795	BLACK HILLS AUXILIARY 5	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKIING DONATION	000000	2,000.00
01-5183	ELITE SIGNS LLC	I-1715	610-4360-426	SUPPLIES SIGN & SHIPPING FEE - P&T	000000	3,112.76
01-5208	SANTA SHOP	I-02/23/24	610-4360-455	GRANTS TO OTH 2023 PARKING DONATION	000000	500.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						26,452.90
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,230.19
01-1272	PRAIRIE HILLS TRANSIT	I-15186	610-4361-422	PROFESSIONAL PARATRANSIT SRVC CONTRACT/TROL	000000	3,500.00
01-3342	RASMUSSEN MECHANICAL SE	I-SRV109478	610-4361-422	PROFESSIONAL (2) 50 GAL WATER HEAT H-UP/TRO	000000	5,240.48
01-3877	MUTUAL OF OMAHA	I-001661696142	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
01-4036	SCOTT PETERSON MOTORS O	I-5016563	610-4361-425	REPAIRS SENSOR ASSY/TROLLEY	000000	166.00
		I-Q000042053	610-4361-425	REPAIRS IGNITION COIL ASSY/TROLLEY	000000	137.45
01-4711	AMAZON CAPITAL SERVICES	I-13YY-WPQY-QGFP	610-4361-426	SUPPLIES WALL CALENDAR - TROLLEY	000000	22.39
01-4988	PLAINS TOWING & RECOVER	I-20186	610-4361-422	PROFESSIONAL MOTORHOME CHASSIS/TROLLEY	000000	400.00
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						11,706.41

PACKET: 06536 COMBINED - 3/5/24

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/24	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	639.38
01-0578	TWIN CITY HARDWARE & LU	I-2401-284496	610-4362-426	SUPPLIES 36" 50 OC NATRL CABLE TIE/RAMP	000000	34.99
01-3838	BLUEPEAK	I-TELE 02/16/23 RAMP	610-4362-428	UTILITIES TELEPHONE 02/20-03/19/24/RAMP	000000	163.03
01-3877	MUTUAL OF OMAHA	I-001661696142	610-4362-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
DEPARTMENT 362 BROADWAY GARAGE						TOTAL: 844.00
FUND 610 PARKING/TRANSPORTATION						TOTAL: 39,003.31

PACKET: 06536 COMBINED - 3/5/24

VENDOR SET: 01

Section 4 Item a.

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-JAN-022324	722-2190	AMOUNTS HELD SALES TAX DUE FOR JANUARY	000000	3,327.04
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	3,327.04
				FUND 722 SALES TAX AGENCY	TOTAL:	3,327.04
					REPORT GRAND TOTAL:	1,554,954.69

PACKET: 06527 ADD'L - FIRE TRUCK - 2/22/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5201	ORANGE COUNTY EMERGENCY	I-1004	101-4221-434	MACHINERY/EQU 2002 FERRARA LADDER VIN#-0155	000000	130,000.00
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR	TOTAL:	130,000.00
			FUND 101	GENERAL FUND	TOTAL:	130,000.00
				REPORT GRAND TOTAL:		130,000.00

Section 4 Item a.

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2024-2025	101-4221-434	MACHINERY/EQUIPMENT	130,000.00	49,100	82,502.96-	Y		
** 2024-2025 YEAR TOTALS **			130,000.00					

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-221	FIRE DEPARTMENT ADMINISTR	130,000.00

101 TOTAL	GENERAL FUND	130,000.00

** TOTAL **		130,000.00

NO ERRORS

** END OF REPORT **



RECREATION AND AQUATIC CENTER RECEPTIONIST (FULL-TIME) POSITION DESCRIPTION

GENERAL PURPOSE

The full-time Rec Center Receptionist will meet and greet all Rec Center patrons in a professional manner, collect fees, supervise Rec Center activities, and ensure adherence to rules and regulations. Additionally, they may act as the designated person in charge in the absence of the manager or assistant manager.

SUPERVISION RECEIVED

The full-time Rec Center Receptionist works under the general direction of the Parks, Recreation, and Events Director and the Recreation Center Manager.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supervise and enforce all Rec Center rules, policies, and regulations in a fair and consistent manner.
- May be designated as the person in charge in the absence of the manager or assistant manager.
- Work collaboratively with other staff members to maintain a safe environment.
- Recognize potentially dangerous situations and take appropriate actions to mitigate risks.
- Attend and participate in mandatory in-service trainings, staff meetings, and maintain lifeguard certification.
- Operate the cash register and handle financial transactions accurately.
- Perform general light cleaning tasks and other duties as assigned by the Rec Center Manager or Director.
- Provide safe and effective recreational services to the Deadwood community and its guests.

PERIPHERAL DUTIES

- Provides various traffic control duties when directed.
- Assists with administrative police department tasks as assigned.

- Performs duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:**EDUCATION AND EXPERIENCE**

- High school diploma or equivalent
- Possess a current lifeguard certification or become certified within 6 months of being hired.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Strong ability to relate to children of all ages.
- Professional response in emergency situations.
- Excellent communication skills.
- Display leadership qualities and public relation skills.

SPECIAL REQUIREMENTS

- Must be at least 16 years of age.
- Lifeguard certification required.

PHYSICAL DEMANDS

- Lift or move 20 pounds frequently.
- Specific vision abilities required for the job.

WORK ENVIRONMENT

- Lighting: natural or fluorescent.
- Space: open.
- Temperatures: moderate.
- Flooring: concrete, wood, carpet, etc.
- Noise level: moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews, reference check, and lifeguard certification verification.

This job description is subject to change by the employer as needed.

DATE: _____

Position: Rec Center Receptionist

Employee Name: _____

Physician Approval: _____

Date Developed: 06/01/11 Revisions: Approved by City Commission 3/4/2024**PHYSICAL DEMANDS**

Note: In terms of an eight hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 HOUR DAY	COMMENTS
Sit	2	6	
Stand	2	2	
Walk	2	2	

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

ACTIVITY	NONE	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl		X			
Climb		X			
Reach		X			
Reach above shoulder level		X			
Crouch		X			
Kneel		X			
Balance		X			
Push/Pull		X			

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	50 pounds	25 pounds		
Lift (pounds)	50 pounds	25 pounds		

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.			
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	Writing pH, etc.

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		
Depth Perception	X		
Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	X		
Requires protective clothing or personal protective devices.	X		Goggles/safety glasses, gloves for cleaning
Correctable vision to 20/40 Near/Far	X		

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.		X	
The worker is subject to both environmental conditions; activities occur inside and outside.		X	
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.		X	
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.		X	
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.		X	
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.		X	
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		Chlorine
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.		X	
Worker is subject to scheduled overtime.		N/A	
Worker is subject to unscheduled overtime.		N/A	
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		

Worker is subject to night work hours.	X		
--	---	--	--

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure		X	
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.		X	
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.		X	
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		
Math Skills:			
Basic skills of addition, subtraction, and multiplication.	X		
Advanced math skills.		X	
Reading Skills:			
Basic instructions material	X		
Technical information		X	
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for Rec Center Receptionist**

I, _____, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

Employee Signature

Date

Great Futures Start Here.



**BOYS & GIRLS CLUBS
OF THE BLACK HILLS**

INVOICE

DATE: 11Jan2024

INVOICE: 2024DEAB

TO: DEADWOOD CITY COMMISSION
102 SHERMAN ST.
DEADWOOD, SD 57732

<u>Description</u>	<u>Amount</u>
2024 Budget Request	\$3,500.00

Total: \$3,500.00

Thank you for your support of the children in the Black Hills!!

GREAT FUTURES START HERE.
INVOICE



Northern Hills Area CASA

741 North 5th Street
Spearfish, SD 57783
(605)-722-4558

Email: development@nhcasa.org
www.nhcasa.org

January 10, 2024

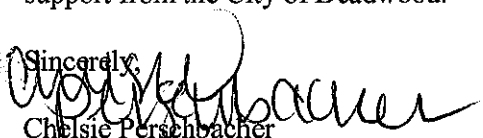
Finance Office
Misty Trehwella
Deputy Finance Officer
Deadwood City Hall
102 Sherman St.
Deadwood, SD 57732

Dear Mrs. Trehwella,

The Northern Hills Area CASA Program would like to thank the City of Deadwood for your generous allocation of \$3500 for 2024. Your contribution will enable us to continue to impact the lives of abused and neglected children throughout the Deadwood community.

Please allow this letter to serve as the request for 2024 payment. We greatly appreciate the support from the City of Deadwood.

Sincerely,



Chelsie Perschbacher
Development Coordinator
Northern Hills Area CASA

Northern Hills Area
CASA recruits, trains,
and supervises court-
appointed community
volunteers who
advocate for safe,
permanent, nurturing
homes for abused and
neglected children.

Executive Board:

President

Clair Garvin Grable

Vice President

Natalie Owens

Treasurer

Jessica Dufner

Board Members:

Tiffany Even

Erin Fiedler

Kanda Guthmiller

Stacy Gilliam

Melissa Kraft

Nicole McCourt

Isabele Robley

NHCASA Staff:

Amy Cermak

Executive Director

Anna Schmidt

Child Advocacy Specialist

Chelsie Perschbacher

Development Coordinator

Brenda Mosset

Administrative Assistant



De-Icing Products, Fleet Dispatch, Logistics Management
www.blackstrapinc.com

PO Box 258
Neligh, Ne 68756
Ordering: Accounting Dept
402 887 5651 accounting@blackstrapinc.com
Pricing and Contract Questions
402 887 5652 alex@blackstrapinc.com

Bulk and Packaged De-Icing Product Supply

2023-2024 BlackStrap, Inc Deicing Product Supply Pricing and Agreement Form. Salt Supplied is Standard ASTM 1 Grade 1 Rock Salt per the Mn, Ia, Ne, Sd, Wy, and Mt State Required Specifications. BlackMagic Treated Salt is a product working to -35F using a Clear Roads Approved Product.

Customer Information:

Billing:
Lawrence County South Dakota
Cities of Spearfish, Deadwood, Sturgis, Lead, or other
Entity:
Billing Address:
Delivery Address:
Contract Ph/Name:

SD State Bid Price Match

Fill All Storage possible Before Season Begins

**Order As Needed 4 Weeks Lead Time
Throughout Season**

Terms: Net 30 Days or Applicable time.
Credit Cards Will have an Additional 3.60%
Charge.

Supplier Information:

BlackStrap Inc
PO Box 258 or 760 E Hwy 275
Neligh, Ne 68756
Ordering: accounting@blackstrapinc.com
Direct Phone: 402 887 5651 Fax: 402 887 5653

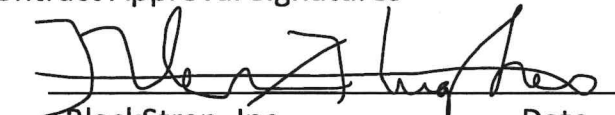
Prices are All In Delivered

Price Per TON of Bulk Road Salt – ASTM 1 Gr 1 By Hopper/Belly Dump \$92.13/ton
Price Per TON of BlackMagic Treated Salt -35°F By Hopper/Belly Dump \$172/ton

Contract Period 6-1-2023 to 6-1-2024 Renewal Available for 2024-2025

As the customer, by signing below you are accepting the terms quoted as detailed above. If there are any questions or interest in other products such as Liquid Deicing, Sand/Gravel Mixes, BlackSlicer Sidewalk Salt (-22°F), please feel free to call 402-887-5652 or email alex@blackstrapinc.com during normal business hours. Thank you for your consideration for the 2022-2023 Winter De-Icing Season.

Contract Approval Signatures



BlackStrap, Inc Date

Customer Signature Date

Please return by Email to accounting@blackstrapinc.com, Fax 402 887 5653, or Mail to Blackstrap, Inc, PO Box 258, Neligh, Ne 68756. Thank you for your Business.

OFFICE OF
Planning & Zoning
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-5084

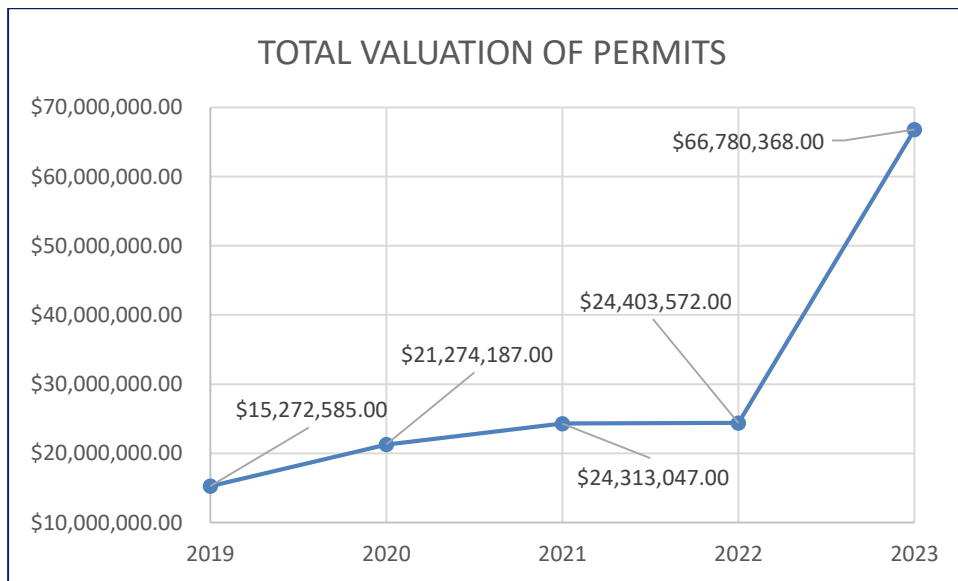
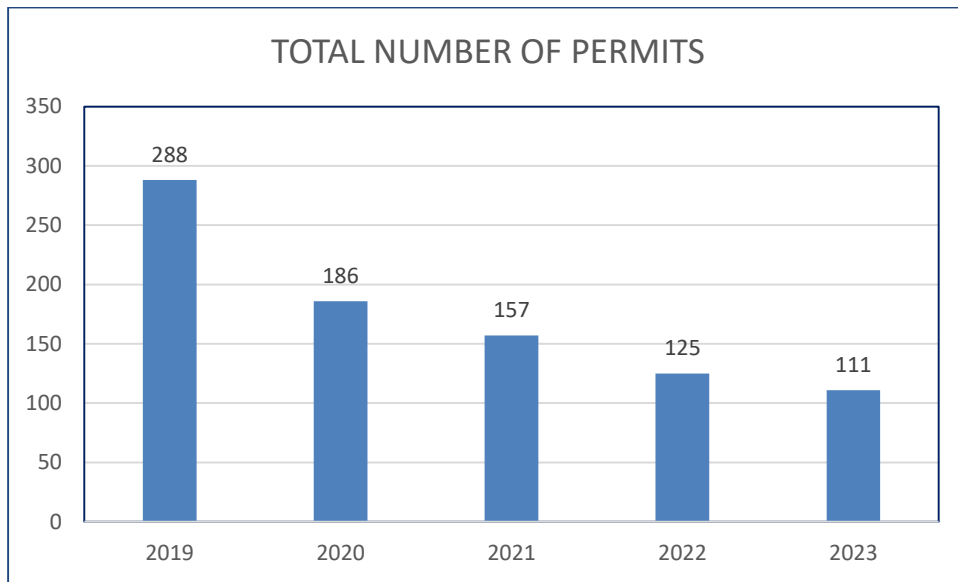


"The Historic City of the Black Hills"
Deadwood, South Dakota 57732

TRENT MOHR
Building Inspector
Dept. of Planning & Zoning
Telephone: (605) 578-2082
Fax: (605) 578-2084

ANNUAL REPORT ON BUILDING PERMITS

YEAR	TOTAL #	TOTAL VAULTATION
2019	- 288	15,272,585.00
2020	- 186	21,274,187.00
2021	- 157	24,313,047.00
2022	- 125	24,403,572.00
2023	- 111	66,780,368.00



NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, February 29, 2024, to complete the “**Demolition and Reconstruction of the Retaining Wall at 10 Denver Street**” for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented March 4, 2024, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc. 3202 West Main Street, Suite C, Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashier’s check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood. A performance bond is also required.

Bids will be sealed and marked **Retaining Wall Project – 10 Denver Retaining Wall**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 5th day of February 2024.

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: February 8, 2024 and February 15, 2024

For any notice that is published twice:
This notice is published twice at an approximate cost of \$_____.

BID TAB				
February 29, 2024 2:00 p.m.				
10 Denver				
<u>Contractor</u>	<u>Bid Bond</u>	<u>Engineers Estimate</u>	<u>Base Bid</u>	
		\$		
RCS Construction	X		\$ 162,000.00	
Complete Concrete	X		\$ 397,900.00	
STAFF PRESENT				
Kevin Kuchenbecker				
Jessica McKeown				
Justin Lux				
Randy Adler				
Trent Mohr				
OTHERS PRESENT				
Josiah Scull				
Glenn Fasnacht				
Jared Schippers				

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, February 29, 2024, to complete the “**Demolition and Reconstruction of the Retaining Wall at 74 Van Buren**” for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented March 4, 2024, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc. 3202 West Main Street, Suite C, Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashier’s check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood. A performance bond is also required.

Bids will be sealed and marked **Retaining Wall Project – 74 Van Buren Retaining Wall.** Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 5th day of February 2024.

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: February 8, 2024 and February 15, 2024

For any notice that is published twice:
This notice is published twice at an approximate cost of \$_____.

BID TAB				
February 29, 2024 2:00 p.m.				
74 Van Buren				
<u>Contractor</u>	<u>Bid Bond</u>	<u>Engineers Estimate</u>	<u>Base Bid</u>	<u>Bid Alternate 1</u>
		\$		
RCS Construction	X		\$ 132,000.00	15,000.00
Complete Concrete	X		\$ 332,900.00	\$14,700.00
Branch Construction Services	CK		\$ 55,000.00	\$20,000.00
STAFF PRESENT				
Kevin Kuchenbecker				
Jessica McKeown				
Justin Lux				
Randy Adler				
Trent Mohr				
OTHERS PRESENT				
Josiah Scull				
Glenn Fasnacht				
Jared Schippers				



Albertson Engineering Inc.

Project Memorandum

Date: January 25, 2024
Project: Whitewood Creek Flood Restoration – Bid Package 2
AEI Proj#: 2020-096.7

RE: Project Schedule

Below is the proposed schedule for design and construction of Whitewood Creek – Bid Package 2 (Sites 1A & 1B).

Design Schedule

February 16, 2024 – 100% unstamped review set submission to City
 March 8, 2024 – 100% Construction Documents

Bidding Schedule

March 12, 2024 – First Bid Advertisement
 March 19, 2024 – Second Bid Advertisement
 March 26, 2024, 2pm – Prebid Conference
 April 9, 2024, 2pm – Open Bids
 April 15, 2024 – Request Commission Acceptance

Construction Schedule

July 1, 2024 – Site Available to Contractor

- Exception: Entirety of Center Street shall remain in service in its existing condition until September 1, 2024. Center Street available to Contractor on September 1, 2024.

October or November, 2024 – All asphalt paving completed as required based on asphalt availability.
 December 17, 2024 – Substantial Completion
 December 31, 2024 – Final Completion

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Tuesday, April 9, 2024, to complete the “**Whitewood Creek – Bid Package 2 (Sites 1A & 1B)**” for the City of Deadwood. A pre-bid conference is scheduled March 26, 2024, 2:00 p.m., City Hall, 102 Sherman Street, Deadwood, South Dakota. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented April 15, 2024, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc. 3202 West Main Street, Suite C, Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashier’s check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood. A performance bond is also required.

Bids will be sealed and marked **Whitewood Creek – Bid Package 2**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 4th day of March 2024.

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: March 12, 2024 and March 19, 2024

For any notice that is published twice:
This notice is published twice at an approximate cost of \$_____.

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, March 28, 2024, to complete the “**Fuller Brothers Trail Project**” for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented April 1, 2024, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from City of Deadwood, 108 Sherman Street or on the website at www.cityofdeadwood.com.

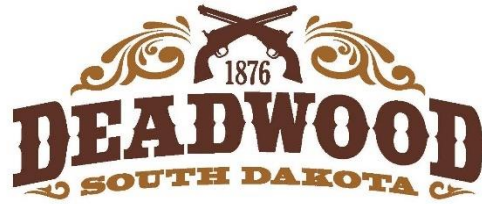
Bids will be sealed and marked **Fuller Brothers Trail Project**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 4th day of March 2024.

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: March 7, 2024 and March 14, 2024

For any notice that is published twice:
This notice is published twice at an approximate cost of \$_____.



Notice to Bidders Professional Trail Building

Fuller Bros. Property Trail System a portion of the Deadwood Trail System – 2024

A NON-MOTORIZED, NATURAL-SURFACE TRAIL PROJECT ON
CITY OF DEADWOOD LAND NORTH OF DEADWOOD SD.

POINT OF CONTACT

Kevin Kuchenbecker
Planning, Zoning and Historic Preservation officer
(605) 578-2082
kevin@cityofdeadwood.com

PROJECT MANAGER

Randy Adler
Parks, Recreation and Events Director
(605) 578-2082
randy@cityofdeadwood.com

Fuller Brothers Trail System - 2024

Notice to Bidders Professional Trail Building **Fuller Bros. Property Trail System**

Introduction

The City of Deadwood [DEADWOOD] is requesting formal bids for the construction of 16,450 +/- linear feet of non-motorized, multi-use, 24" – 36" natural surface trail as a portion of the overall Deadwood Trail System. Once built the trail will be flowy moderately difficult with rolling contours, grade reversals, banked turns, small to medium optional features using only natural materials providing a quality experience for both up and down hill travel. Emphasis on using natural features as positive control points. Concept of work is to start and progress without interruption until the trail work under this project is complete. The project construction will be supervised by the City of Deadwood. The project will be on land owned by the City of Deadwood or Deadwood Historic Preservation Commission on the north side of Deadwood, Lawrence County, South Dakota.

Background

Once fully constructed, the Deadwood Trail System will be a professionally designed, 25 +/- mile natural-surface, non-motorized trail network accessible from Deadwood via multiple designated parking areas. The full trail system will be situated on lands administered by the City of Deadwood, the Bureau of Land Management (BLM), and the United States Forest Service (USFS).

This request for bids is for the construction of approximately 16,450 +/- linear feet of non-motorized, multi-use, 24" – 36" natural surface trail as part of the Deadwood Trails System. This project is for trail on land owned and administered by the City of Deadwood. The trail to be constructed as a result of this project will be multi-use for biking and hiking.

This notice to bidders is divided into the following sections:

1. Introduction
2. Background
3. Call for Bids
4. General Provisions
5. Bid Form
6. General Specifications
7. Individual Trail Specifications

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Call for Bids

Each formal bid shall be limited to no more than ten (10) pages (8½" x 11"), not including appendices. The following elements must be included in each submittal:

1. Qualified individuals or firms are invited to submit any questions on the project to the following Point of Contact for this solicitation:

Contact: Kevin Kuchenbecker
 Title: Planning, Zoning and Historic Preservation Officer
 Address: City of Deadwood
 108 Sherman Street
 Deadwood, SD 57732
 Phone: 605-578-2082
 Email: kevin@cityofdeadwood.com

2. Submit one (1) hard copy in sealed envelope by 2:00 p.m. on Thursday, March 28, 2024 to the Finance Office at 102 Sherman Street, Deadwood, SD 57732. Please address the exterior of the envelope with the project name as follows:

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3. Bids must be received by the time and date specified.
4. No Bid will be considered which is not submitted on the attached Bid Form, signed by a proper official of the company bidding, in the space provided and delivered in a sealed envelope.
5. No Bid will be considered which modifies in any manner any of the general provisions, specifications, or the bid form.
6. A Bid in the possession of DEADWOOD may be altered by the person authorized for bidding, provided it is prior to the time and date of the bid opening and returned in a sealed envelope.
7. A Bid in the possession of DEADWOOD may be withdrawn by the bidder up to the time and date of the bid opening. Bids may not be withdrawn for a period of 30 days after the bid opening.
8. A formal contract will be issued, and the work contemplated will be covered by a SERVICE CONTRACT.
9. Acceptance of the SERVICE CONTRACT will be deemed to mean acceptance of the contract work as specified in the Bid.
10. Progress payments can be made for completed work for that period.
11. Final payment will be made after the acceptance of all work.
12. Failure of the successful bidder to furnish the equipment, materials, supplies, or perform the service awarded from their Bid shall eliminate the bidder from subsequent phases of the Deadwood Trail project.
13. DEADWOOD will supply materials for bridges, culverts, and fence crossings. However, in consultation with DEADWOOD, the Contractor may provide materials when deemed necessary or desirable in order to fully complete the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for at the specified item prices, approved rental rates, or lump sum

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stipulated in the order authorizing the work.

14. DEADWOOD hereby notifies all prospective bidders that DEADWOOD will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit bids in response to this invitation and are specifically encouraged to do so. DEADWOOD further assures that it will not discriminate against anyone on the grounds of race, sex, age, color or national origin or disability in consideration for an award.
15. A Pre-bid Site Walkthrough is not scheduled; however, additional information can be requested via email from DEADWOOD's point of contact or project manager and will be shared with all prospective bidders according to the Project Timeline and Schedule.
16. Project Timeline and Schedule:

March 04, 2024	Notice to Bidders released
March 14, 2024	Deadline for request for clarifications/questions
March 21, 2024	Response to request for clarifications distributed
March 28, 2024	Bid submission deadline at 2:00 p.m.
April 01, 2024	Anticipated award announcement
April 15, 2024	Contract signed

General Provisions: Deadwood Trail System – Fuller Project – 2024

1. **LICENSES, PERMITS AND TAXES:** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
2. **LAWS TO BE OBSERVED:** The Contractor shall be kept fully informed on all Federal and State laws, all local bylaws, regulations, ordinances and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affects those engaged or employed on the work, or which in any way affects the conduct of the work. They shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The Contractor shall protect and indemnify DEADWOOD and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order of decree whether by themselves or their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.
3. **CONTRACTOR'S INSURANCE:**
 - a. The Contractor shall not commence work under this contract until they have obtained all the insurance required hereunder and such insurance has been approved by DEADWOOD. Approval of the insurance by DEADWOOD shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with DEADWOOD, verifying each type of

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coverage required including a certificate of insurance specifically naming DEADWOOD as additionally insured.

- i. Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage shall be under the South Dakota Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. The Contractor shall also supply to DEADWOOD proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.
 - ii. Commercial General Liability Insurance. The Contractor shall provide coverage, during the entire term of this contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed operations, in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
 - iii. Business Automobile Liability Insurance. The Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.
 - iv. Unemployment Insurance. The Contractor shall be duly registered with the Employment Security Commission, Unemployment Compensation Division. The Contractor shall supply an official notice of Unemployment Insurance Coverage for itself and on each and every subcontractor prior to beginning work under this contract.
 - v. Certificate of Good Standing. The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
 - vi. Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to DEADWOOD.
 - vii. DEADWOOD May Insure for Contractor. In case of the breach of any provision of this Section, DEADWOOD may, at DEADWOOD's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as DEADWOOD may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.
- b. DEADWOOD's right to reject: DEADWOOD reserves the right to reject a

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certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.

- i. DEADWOOD's right to contact insurer: DEADWOOD shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to: exclusions endorsed; claims in progress which could significantly reduce the annual aggregate limit; or, if the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
 1. Retroactive dates;
 2. Extended reporting periods or tails; and
 3. Any applicable deductibles.
4. PRE-BID MEETING: Before submitting, the Contractor should familiarize themselves as best as possible with the area and the conditions affecting the work. Be advised the project location may be currently under snow cover, with limited access and will likely remain so into May. A Pre-bid Site Walkthrough may not be possible; however, additional information can be requested via email from DEADWOOD and will be shared with all prospective bidders according to the Project Timeline and Schedule.
 5. CONTRACT TIME: Said work shall commence upon receipt of the Notice to Proceed and shall be completed within the contract dates. Concept of the work is to start at a time selected by the Contractor and conveyed to DEADWOOD and to progress without interruption until the job is complete.
 6. EXTRA WORK: In consultation with the DEADWOOD, the Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for a specified time and material rates, approved rental rates, or a lump sum stipulated in the order authorizing the work.
 7. BASIS OF AWARD:

Right of Rejection: DEADWOOD reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive or conditional bids.

Qualifications and Experience: In evaluating Bids, DEADWOOD shall consider the qualifications and experience of the Bidders in constructing purpose-built, natural-surface trail with specialized machinery, as well as experience with design layout and modification, whether or not the Bids comply with the prescribed requirements and hourly rates and unit prices, if requested in the bid forms, are extended correctly.

Additional Information: DEADWOOD may conduct such investigation as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-

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Contractors, employees, and other persons and organizations to do the work in accordance with the Contract Documents to DEADWOOD's satisfaction within the prescribed time.

Partial Award: DEADWOOD reserves the right to award a partial award of only a portion of the project contained within the solicitation, or to award separate portions of the project to separate bidders. Unless otherwise specified by DEADWOOD or the bidder, DEADWOOD may accept any item or groups of items in the Bid as may be in the best interest of DEADWOOD.

If the contract is to be awarded, it will be awarded to the bidder whose evaluation by DEADWOOD indicates to DEADWOOD that the award will be in the best interest of DEADWOOD.

8. **TERMINATION:** The contract may be terminated by either party without cause with a thirty (30) day written notice, delivered by certified mail.
9. **WARRANTY PERIOD:** If DEADWOOD determines Contractor's work is defective after the approved final payment and prior to the expiration of one year after the date of Final Completion or such longer period as may be prescribed by law or by the terms of any applicable special guarantee, the Contractor shall promptly, without cost to DEADWOOD and in accordance with DEADWOOD's written instructions, either correct such defective work or, if it has been rejected by DEADWOOD, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instruction, DEADWOOD may have the defective work corrected or the rejected work removed and replaced, and all costs incurred therefore, including compensation for additional professional services, shall be paid by the Contractor and its sureties. The remedies provided in this section are in addition to all other remedies available to DEADWOOD under applicable laws and shall not be construed as exclusive of any other legal right or remedy available to the DEADWOOD.
10. **INDEMNIFICATION:** The Contractor shall indemnify, defend, and hold harmless the City of Deadwood, and its officers, agents, employees, board members, successors, volunteers and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.
11. **PROJECT SUPERVISION:** DEADWOOD will provide oversight and coordination of the trail building project. DEADWOOD will regularly inspect to ensure completed work meets all requirements set forth.

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BID FORM

In compliance with the Call for Bids, General Provisions, Specifications, Maps and Drawings, the undersigned hereby proposes to furnish all labor and equipment to mobilize and perform all work necessary for the **Fuller Brothers Trail System – 2024** for considerations in the following amount:

\$ _____

This figure shall be known as the Bid. The Bid shall include sales tax and all other applicable taxes and fees.

1. That for and in consideration of the amounts specified below, this Contractor shall perform the work of constructing Fuller Brothers Trail System – 2024, as further outlined in this RFP, in a good skillful and substantial manner and to the full satisfaction of and under the supervision of the Representative in charge of the Project. In the prosecution of the work, the Contractor shall, at his own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies except such equipment and materials which shall be furnished by DEADWOOD, as provided in the General Provisions, General Specifications, or Individual Trail Specifications, and shall perform the work in strict conformity with the General Provisions, General Specifications, or Individual Trail Specifications relative to this work.
2. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Bid and the completion of the work embraced herein according to the plans, specifications, drawings and conditions herein contained and referred to, DEADWOOD shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this proposal and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work.
3. The contract will be for a one-year period, with an option to extend, by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined solely at the discretion of the DEADWOOD.
4. Said work shall be commenced upon notice to proceed and shall be completed per contract documents; however, should the Contractor be delayed in the prosecution of the work by any act, neglect or fault of DEADWOOD, or by any damage caused by fire, flood or other casualty over which the Contractor has no control, then the time herein set for the completion of the work may be extended as determined by mutual agreement of the parties hereto. DEADWOOD hereby reserves the right to accept and make use of any portion of said facilities before completion of the entire work without invalidating the contract, or binding DEADWOOD and accept the remainder of the work or any portion thereof, whether completed or not. DEADWOOD also reserves the right to eliminate or delay parts of the project depending upon Bid and funds available.
5. It is also agreed by the parties hereto that the Call for Bids, Drawing, General Provisions and Specifications, herein referred to, form an essential part of this

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agreement and whether the same are attached hereto or on file in the office of DEADWOOD they shall have the same force and effect as if spread at length herein.

6. If written Notice of Acceptance of this Bid is delivered to this bidder within Twenty (20) calendar days after date of bid opening, this bidder will within Twenty (20) calendar days after date of such notice, execute and deliver the Contractor's Certificate(s) of Insurance in accordance with the General Provisions and Bid as accepted.
7. The bidder hereby agrees that should they be awarded this contract, Contractor shall not discriminate against any person who performs work because of age, race, religion, color, sex, national origin or ancestry.
8. The bidder also covenants and agrees and that this Bid is made without collusion with any other person, firm or corporation; that they have carefully examined the Call for Bids, General Provisions, Drawings and Specifications, and any and all Addenda governing the work included in this Bid, and fully understands the physical conditions under which the work must be performed.
9. The bidder will perform all extra work that may be required and on the conditions set forth in the General Provisions.

1. **BY SUBMISSION OF A BID, THE BIDDER CERTIFIES:**

- 1.1 Prices in this Bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the bidder to induce any other person or firm to submit a Bid for the purpose of restricting competition.
- 1.3 The person signing this Bid certifies that they are authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Bidder will comply with all applicable Federal regulations, policies, guidelines, and requirements.

2. **GENERAL INFORMATION:**

Company Name _____ Phone _____

Signatory's Name _____ Fax _____

Signature _____ Date _____

Title _____

Mailing Address _____

City _____ State _____ Zip _____

Email Address _____

SSN/Employer Identification Number _____

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3. OWNERSHIP AND CONTROL:

Bidder's Legal Structure:

- Sole Proprietorship
- Corporation
- Limited Liability
- General Partnership
- Limited Partnership
- Other _____

If Bidder is a sole proprietorship, list:

Signatory's Name _____ Phone _____

City _____ State _____ Zip _____

Email Address _____

SSN/Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the bidder:

NAME (printed or typed)	TITLE
_____	_____
_____	_____

Contractors must provide:

- 1) A minimum of three (3) references with the Bid form to include name, address, telephone number, date of project, and description of services performed, period of performance, and contracted amount.
- 2) Proposed approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.
- 3) Please list at least three (3) similar past projects with brief narratives.
- 4) Please provide one (1) letter of recommendation from previous shared use trail construction projects with contact information (phone number and email address).
- 5) Provide a recommended schedule/timetable that discloses your window of availability to meet the expectations of this contract.
- 6) Experience constructing sustainable and shared-use (bike/hike) trails?
Yes _____ No _____

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VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

(Name and Title)

(Date)

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General Specifications

The trail constructed through this Request for Proposal (RFP) is on the slope north of the City of Deadwood South Dakota. Work includes completion of an on-site investigation of local conditions, furnish all labor, equipment, supplies and materials in performing all operations necessary for the complete and proper development of identified trail infrastructure associated with the project. This contract is for the mobilization and construction of approximately 16,450 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. Work must be completed according to trail standards as contained within this scope of work. Trail lengths are estimates derived from design data files completed in 2023. Preliminary layout of the trail corridor has been completed and flagged representing the center line of a twenty-five-foot right-of-way. As part of this project the Contractor is responsible for final field alignment and design within this corridor. The trail to be constructed through this RFP is multi-use for biking and hiking.

Contractor will adhere to Sustainable Trail Construction best practices and guidelines accepted in the industry as standards providing the foundation for all design and construction decisions ("half rule", frequent grade reversals, maximum grades, function of soils and use, etc.).

Section 1: General Requirements

- 1.1 Project Location - The work is located just North of the City of Deadwood SD The project is located within off the area known as Aspens Trailhead. For work and equipment access, there is one entry point at the Aspens Trailhead. There are no restrictions on access, however snow or mud can be limiting in extreme circumstances. Exact location is shown on the attached map. If needed, KMZ Google Earth files and or shapefiles may be requested from DEADWOOD via email.
- 1.2 Description of work - The general components of the work to be performed under these plans and specifications include, but are not limited to, furnishing and installing approximately 16,450 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. Monthly invoices may be submitted to DEADWOOD. DEADWOOD will monitor the progress of the project regularly.
- 1.3 Layout- Preliminary layout of the trail centerline has been completed. The Contractor will collaborate with DEADWOOD on decisions and alterations prior to any construction.
- 1.4 Submittals - Submittals shall be interpreted to include drawings, data, manuals, certifications, warranties, samples, charts, weekly timesheets and other items furnished by the Contractor for approvals. Submittals will be given to DEADWOOD. The following submittals will be required for this project:
 - a. Proposed Construction Schedule and Bid Forms.
- 1.5 Materials - Materials as used in these specifications shall mean equipment, machinery, product, component or any other item to be incorporated in the work, “Alt-Adds” included. The Contractor will use on-site, native materials whenever possible. Native materials such as rocks, trees, soils, etc. within 100-feet of the general trail corridor can be used to construct trail features/structures. It is determined that their use will not adversely impact natural resources based on a

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field review between DEADWOOD and Contractor during the design and layout approval.

The Contractor shall make a diligent effort to procure such materials, but, if materials become unavailable, substitute materials may be used, provided no substitute materials shall be used without prior approval by DEADWOOD. off-site materials furnished by the Contractor shall be of the type and quality described in these specifications. The DEADWOOD's determination as to whether substitution will be permitted will be final and conclusive.

- 1.6 Equipment restrictions, access and haul routes - Trails are to be constructed using machine labor with hand labor employed for finish work and along any area ill-suited for machine construction. To minimize environmental impact and keep the footprint of disturbance within immediate trail construction area only, equipment shall be limited to hand tools or small (mini or micro) walk-behind or ride on mechanized equipment. Use of and types of mechanical equipment will need to be detailed in Bid documents and approved by DEADWOOD prior to construction. The Contractor shall inspect the access for suitability and will need DEADWOOD approval for any access outside the general construction corridor. Any trail-construction-related damage to lands located outside the trail corridor will be the responsibility of the Contractor. Equipment must be cleaned prior to commencing construction to ensure that weeds are not transported from off-site projects.

In the case of major equipment failure, it is the responsibility of the Contractor to immediately contact DEADWOOD.

- 1.7 Staging area - There are no staging areas within the project area due to parking limitations. All equipment will need to be off loaded and moved directly onto the work site.
- 1.8 Preservation of Vegetation - The Contractor shall exercise care to preserve the natural landscape, including trees and shrubs, and shall conduct construction operations as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works or excavation operations, all trees, native shrubbery, and vegetation, shall be preserved and protected from damage by the Contractor's construction operations and equipment.

All unnecessary destruction, scarring, damage or defacing of the landscape resulting from the Contractor's operations, shall be repaired, replanted, reseeded or otherwise corrected as directed by DEADWOOD and at the Contractor's expense. After completion of the work, all areas disturbed by construction that do not require landscaping or planting, shall be scarified and left in a condition which will facilitate natural vegetation, provide for proper drainage and prevent erosion.

- 1.9 Clean-up - General clean-up will be conducted by the Contractor over the limits of the entire project to the satisfaction of DEADWOOD unless otherwise arranged. This includes touch-up work, patching, and clean-up of all materials related to this contract and Contractor. Clean-up will not be paid for separately but will be included in the Bid.
- 1.10 Guarantee and warranty - A one (1) year guarantee and warranty will be provided by the Contractor on all work of this project. Any portions needing replacement or repair within one (1) YEAR FROM THE DATE OF WRITTEN ACCEPTANCE BY

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DEADWOOD, shall be completed by the Contractor at their expense, within a time frame agreed upon by DEADWOOD. All manufacturer warranties shall be transferred to DEADWOOD.

Section 2: Trail Construction Guidelines

- 2.1 General - Contractor will adhere to *Sustainable Trail Construction* best practices and guidelines that are accepted in the industry as standards providing the foundation for all design and construction decisions ("half rule", frequent grade reversals, max grades function of soils and use, etc.). The City of Deadwood understands that all trails comprise a creative process driven by local conditions and the involved parties' collaborative efforts. Modifications to the specifications may be allowed, however, they must be made in collaboration with the DEADWOOD and in writing.

All costs for earthwork of this project; excavation, stripping and backfilling, are considered subsidiary to the installation of natural surface trail and associated costs are to be included with the associated Bid items, not to be paid separately. Bidders and the Contractor shall assume all responsibility for deductions and conclusions as to the nature of the materials to be excavated and the difficulties of making and maintaining the required excavations. Excavation shall be made to the lines, grades and dimensions prescribed in the various paragraphs of these specifications.

No excavation shall be made in frozen materials without written approval from DEADWOOD.

All necessary precautions shall be taken to preserve the material below and beyond the established lines of all excavation. Any damage to the work due to the Contractor's operations shall be repaired at the expense of and by the Contractor. Material beyond the required or prescribed excavation lines which is loosened or disturbed by the Contractor's operations shall be removed or fine graded at the expense of the Contractor.

Where additional excavation is prescribed by DEADWOOD to remove unsuitable foundation material, all earthwork due to such additional excavation shall be in accordance with these specifications.

The trail surfaces to be constructed shall be finished to the dimensions shown on the drawings or prescribed by DEADWOOD. When applicable the surfaces shall be moistened with water and tamped or rolled with suitable tools or equipment to form a compacted trail foundation

- 2.2 Excavation for Drainage - The Contractor shall perform excavation for drainage, and as may be instructed by City staff. The drainage channels shall have side slopes and bottom widths to conform to the topographic and hydraulic conditions to be met and contained herein.
- 2.3 Surface Water Control Features - Drainage structures will be incorporated into the trail tread and trail layout to minimize the effects of water flow and prevent excessive erosion. The Trail shall follow the contour, minimize stream crossings and felling of large trees, and stay at least four (4) feet from stream banks except at crossings.

Alignment shall take advantage of natural drainages to minimize the need for major

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drainage modifications.

In areas where there is a potential for trail erosion, grade reversals shall be incorporated into the trail tread to create natural appearing drainage dips at appropriate intervals.

- 2.4 Backfill - Any backfill shall be placed and compacted to the trail surface. The material to be compacted shall be deposited in approximately horizontal layers which shall not be more than 8 inches in thickness. Use of organic or duff is prohibited. Backfill material shall be obtained from material moved in required excavations. Backfill shall be placed to the same elevation on both sides of the structures, culverts, or other work.

Section 3: Detailed Guidelines for Construction

- 3.1 Trail Flagging- DEADWOOD will flag the center line of a ten foot right of way. The Contractor may place supplementary flagging of the final alignment.
- 3.2 Water for Construction- Upon approval, nearest water available for trail construction is from miscellaneous springs and a stock tank if permission is granted from owner.
- 3.3 Features- Difficulty on bike trails will be constructed as described below for each individual trail. Earthen structures will be composed entirely of mineral soil and/or rock, stabilized and compacted. Hand tamping only is not acceptable. Use of organic material or duff is prohibited. Where suggested by Contractor and DEADWOOD, short alternate lines of increased/decreased difficulty may be considered.
- 3.4 Clearing of Corridor- Clearing of corridor will be performed by Contractor. The maximum width of the corridor is five feet, less is preferred and whenever possible, with narrower gateways through natural obstacles (trees, rock outcrops) are encouraged with a height of 8-12 feet. Clearing and grubbing will be done with minimal disturbance to surrounding soils, vegetation, and viewshed. Taking of trees larger than four inches will be avoided and only done with no other option. Limbing and pruning will be done using techniques and industry standards that protect trees/shrub from undue harm. Vegetation will be lopped to the ground no more than a few inches high and scattered away from the trail edge, making visibility of debris minimal.
- 3.5 Spoils- Spoil material, including dirt, duff, rock and vegetation loosed during trail construction must be distributed such that no berm is left along trail edge to a minimum distance of ten feet from edge of trail. Spoil material will be not more than four inches in depth, spread in a manner that does not bury existing vegetation, does not interfere with drainages, and is scattered to blend with surrounding landscape. Piling debris in stream beds, gullies, or suspected wetlands is prohibited. If borrow pits are created they will be restored to finish requirements.
- 3.6 Trail Tread- Trail tread will be 24"- 36", larger where necessary for landing platforms, turning radius and features. Full bench construction whenever possible. If fill is required, it will be properly retained and discussed with DEADWOOD prior to action. Mainly firm trail surfaces with smooth paths through obstacles. Rock material may be left in tread in instances of increased difficulty or to achieve a particular goal of a specific segment. All stumps, roots, brush will be removed from

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tread with holes filled and compacted.

- 3.7 Water Diversions- A 5-7% outslope will be incorporated on all applicable tread. When not possible or desirable due to purpose-built in-sloping, resource concerns, or obstructions, water can be directed down the trail for short distance before a water diversion feature is incorporated. Frequent grade reversals are encouraged. To promote self-cleaning drains, grade reversals will be >15%. If >25% riprap or armor will be installed. Water bars will not be used in the construction of this project.
- 3.8 Turns- All berm turns or insloped switchbacks will be created with an insloped turn pad. Turning radii should be consistent throughout the turn. Turns with a running grade of twenty percent (20%) or greater in the apex should have a rock armored drain two feet wide following the inside of the turn. Any fill structure for a turn pad will comply with composition, compaction, and fill slope requirements. If a retaining wall is employed in place of a fill slope, the structure will be constructed of stone and comply with all industry standards and specifications for rock retaining walls. A grade reversal or rolling grade dip will be constructed before and after each bermed turn or insloped switchback. If multiple switchbacks are required, they will be situated to minimize “stacking”. The grade reversals or rolling grade dips are part of the entire feature and will not be billed as separate units. The Contractor will create short-cutting deterrents at each turn.
- 3.9 Rollers & Brollers (Bermed Rollers)- A broller is defined as tilted tread surface that is insloped or off camber in excess of the standard tread out slope of 5%. Brollers do not result in a change of direction across the landscape and do not cross the fall line. Typical rollers and brollers will be included in the Bid price for all trail construction types and are not considered berms or turns.
- 3.10 Grade Reversals/Rolling Grade Dips- A designed grade reversal or rolling grade dip should occur approximately every 20-70 feet. Grade dips will be incorporated uphill and downhill from every significant turn unless acceptable substitute is available. Typically, six feet long or greater in bottom, and ten feet long or greater on top, a height differential of 12”, with a grade between 15%- 25% grade, and sides slope of 2:1. Specific details will be determined by the Contractor in partnership with the City of Deadwood. Reversals constructed of fill >12” are considered features.
- 3.11 Armor- Tread hardening using native stone will be implemented where needed for unavoidable erosion control using native stone as available and done to known industry standards in grade, stability, width, and length. Visible rocks that can be easily collected without significant disturbance will be used. Any alternative manufactured armoring products that the Contractor would like to use must be preapproved by the City of Deadwood.
- 3.12 Finish Work- Finish work to be performed by the Contractor. Trails will be finished as the project advances to minimize erosion, control sediment, and reduce exposure of the tread. All equipment marks will be smoothed and blended prior to completion. Back slope will be graded to 3:1 or matched to existing slope wherever possible, and stumps or exposed roots will be flush-cut or removed. Contractor will assure that down slope spoils are visually minimal and will not interfere with drainage off tread. Rocks unearthed that are not used in construction will be spread away from trail edge, natural side up and anchored to avoid rolling. All finish work will be completed to the satisfaction of the City of Deadwood. Signage

Fuller Brothers Trail System – 2024

is the responsibility of the City of Deadwood.

Section 4: Completion Requirements

- 4.1 Payment – The Contractor will provide monthly progress reports along with monthly invoices. Any previously agreed upon expenses for materials will be included in the monthly invoice. Payment shall be made monthly.
- 4.2 General Comments:
 - 4.2.1 DEADWOOD will work with the Contractor to ensure that any and all site-related permits or permissions have been secured to build the entire project.
 - 4.2.2 Contractors must have experience constructing non-motorized trails to IMBA standards. In addition, Contractors must have a minimum of five (5) years of experience building trails of comparable size and scope to the trails in this document. This includes following flagging, clearing the general corridor, final trail alignment, and directing machine and hand- build construction methods. As described per the formal Bid sheet, Contractors must provide a minimum of three (3) references with the Bid form to include name, address, phone number, date of project, description, and location of project.
 - 4.2.3 Workmanship shall be of the best quality. The professional appearance of finished work shall be of equal importance with its intended use. All portions of the work shall be so laid out and installed so that the work, as a whole, is of uniform quality and appearance.
 - 4.2.4 Contractor shall prepare a construction schedule showing major construction activities before any construction begins.
 - 4.2.5 Contractor acknowledges that they have satisfied themselves as to the nature and location of the work and the general and local conditions of the site by visiting the site or otherwise becoming thoroughly familiar with the site.
 - 4.2.6 A pre-construction conference shall be scheduled by the Contractor as soon as practical after the Service Contract has been received by the Contractor. The meeting shall include DEADWOOD and appropriate representatives of the Contractor who will be responsible for the management of the project. Major subcontractors shall also attend.
 - 4.2.7 The Contractor shall make every effort to verify the availability of materials for this project by the time of the pre-construction conference. Cost of delays because of non-availability of specified items when such delays could have been avoided by the Contractor, shall not be borne by DEADWOOD. Burden of proof for substituted materials rests with the Contractor. Sufficient documentation must be provided in ample time for review by DEADWOOD. Contractor must not assume that substitutions will be granted.
 - 4.2.8 It shall be the responsibility of the Contractor to become familiar with local or regional code enforcement if any applies to this project.
 - 4.2.9 Before performing any work or ordering any materials, the Contractor shall verify all dimensions of any existing and new work and shall be responsible for their accuracy.
 - 4.2.10 Contract Time. Said work may commence upon receipt of the Notice to

Fuller Brothers Trail System – 2024

Proceed. Concept of the work is to start and to progress without interruption until the job is complete.

- 4.2.11 The Contractor is responsible for securing equipment from theft and vandalism within the staging area and throughout the build areas. DEADWOOD will not be held responsible for repair or replacement of items.

Section 5: Local Environment - Project Area

- 5.1 Soils- Soils in the Fuller project area typically range from shallow (<20”) to moderately deep (20-40”) to bedrock and well drained, with coarse fragments ranging in size from channers to cobbles, with surface textures dominantly gravely silt loam. Slope ranges identified in the soil mapping units were described as steep, with the dominant map unit ranging from 10-65%.
- 5.2 Precipitation- 15-19” annually
- 5.3 Vegetation- Predominant vegetation includes conifers, an understory of forbs and grasses and open grassland/shrubland parks. Dominant plant community- ponderosa pine, oak, and aspen depending upon slope, aspect, and elevation.
- 5.4 Archaeological/Environmental Constraints- Per cultural survey, the significant resources reported in project area have been circumvented There are no significant lakes, ponds, or wetland areas intersected by trail. One drainage (City Creek) with annual flow intersects the project area where trail hardening will need incorporated.

Section 6: Individual Trail Specifications

Trail Placeholder Name: “Fuller Segment” Trail Usage: Shared biking and hiking.

Desired Trail Experience: Flowy moderately difficult with rolling contours, grade reversals, bermed turns, small to medium optional features using only natural materials. Generally uphill travel but built to be a good experience coming down also. Emphasis on using natural features as positive control points.

Length: 16,450 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. The entire route was flagged in September 2023.

Grade: 5 to 7%

Side-Slopes: 10 – 25% with sections >30%

Elevation Change: Ranges from approximately +/-4,500 feet to +/-5,000 feet.

Preferred Equipment: The upper portions of this trail can be easily accessed by mini excavator from US Hwy 85 or Denver Avenue.

Tread Width: 24” – 36” (width based on side slope)

Tread Surface: As uniform as terrain allows within a moderate difficulty level. Include rock armor when appropriate.

Corridor Width: 36-48 inches, less when possible, with narrow gateways through natural obstacles (trees, rock outcrops) encouraged.

Features (>12 inches in Height): Features >12” in height must be optional and paired with an easier line.

Fuller Brothers Trail System – 2024

Number of Features: Spread appropriately for enjoyable experience over the span of the trail.

Rock: Expect limestone outcropping and some thin soil material with rock beneath.

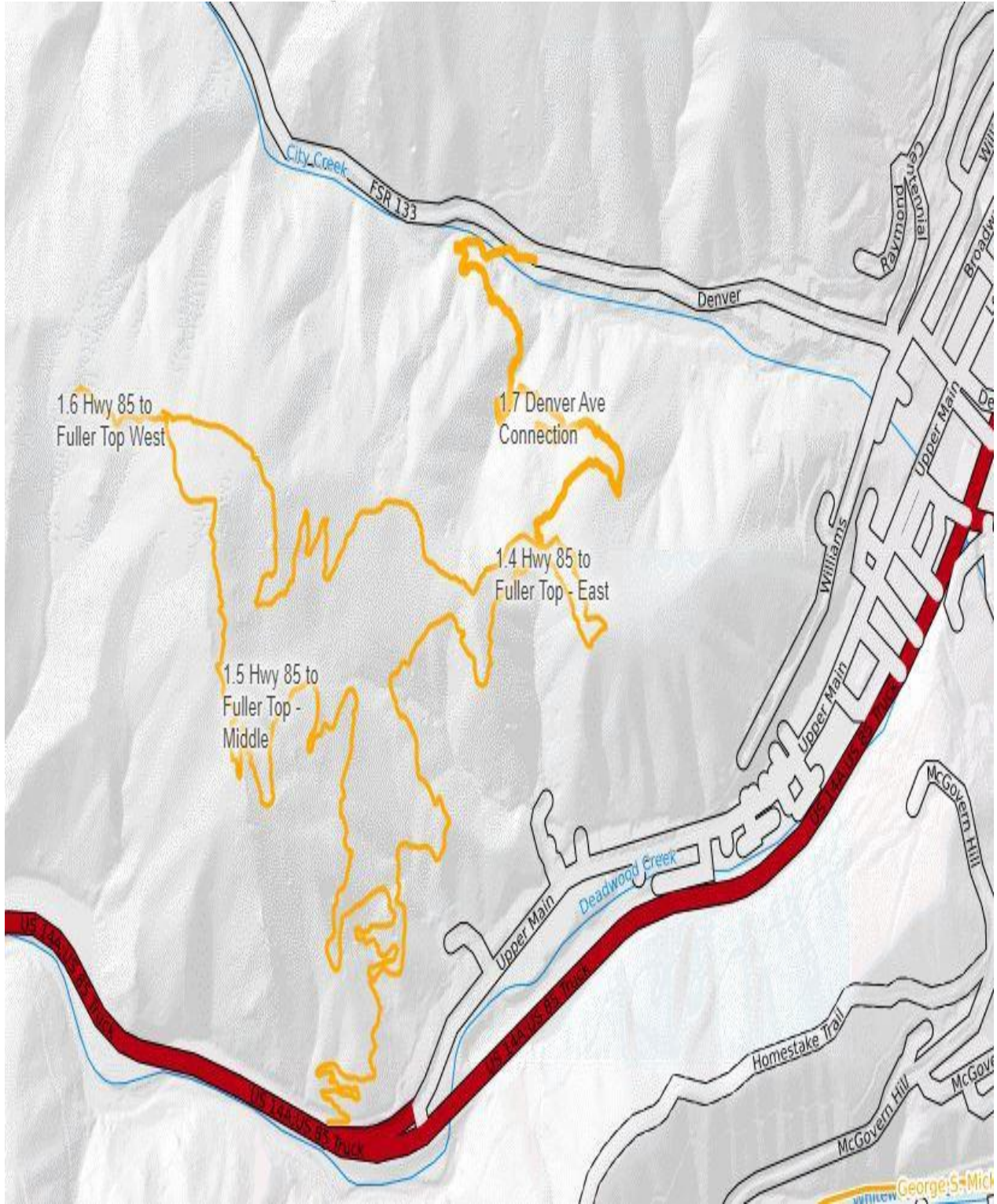
Environment: Approximately 50% forest, 50% scrub brush mixed.

Vegetation: Mainly Ponderosa, Spruce, and Oak.

Hydrology: The water drainages in this section of trail are minimal.

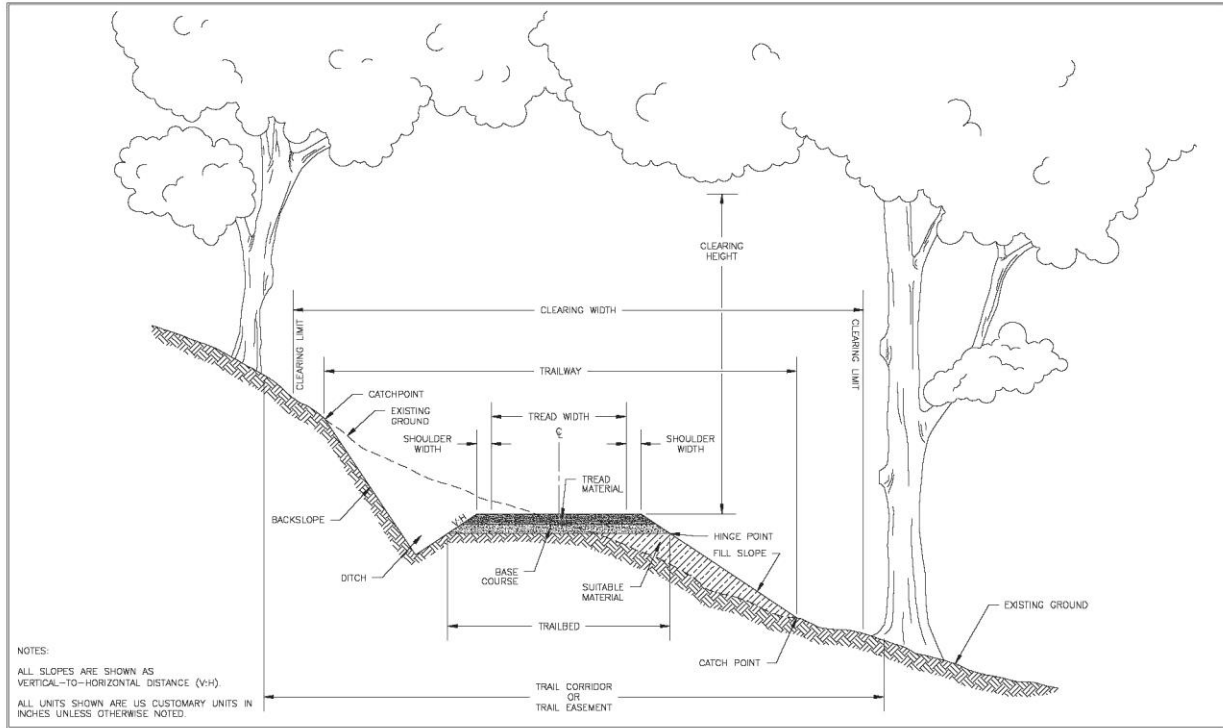
Fuller Brothers Trail System – 2024

Project Map



Fuller Brothers Trail System – 2024

The following plans are made available for reference only on the trail building and to provide guidance to the project. Plans are from the U.S. Department of Agriculture Forest Service and are to be used as reference for the project.



NOTES:
 ALL SLOPES ARE SHOWN AS VERTICAL-TO-HORIZONTAL DISTANCE (V:H).
 ALL UNITS SHOWN ARE US CUSTOMARY UNITS IN INCHES UNLESS OTHERWISE NOTED.

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME STANDARD TRAIL TERMS</p>		<p>REVISION DATE XX/XX/XX</p>	<p>DRAWING NO. STD_910-01</p>
		<p>SECTION 910 - TRAILWAY</p>	<p>TYPICAL ID STT</p>	<p>NOT TO SCALE</p>	<p>SHEET 7 of 19</p>

Fuller Brothers Trail System – 2024

TYPICAL TRAIL CROSS SECTIONS

A FULL BENCH SECTION
 8 INCHES SHOULDER WIDTH
 TREAD WIDTH
 SHOULDER WIDTH
 ABOVE 30% SIDESLOPE
 SLOPE ROUNDING IN COMMON MATERIAL
 6 INCHES
 SEE SECTION 912 CLEARING LIMITS FOR DISPOSAL TYPE
 20 FT

B BALANCED SECTION
 8 INCHES SHOULDER WIDTH
 TREAD WIDTH
 SHOULDER WIDTH
 6 INCHES TO 29% SIDESLOPE
 SLOPE ROUNDING IN COMMON MATERIAL
 BACKFILL WITH SUITABLE MATERIAL
 6 INCHES
 SEE SECTION 912 CLEARING LIMITS FOR DISPOSAL TYPE
 20 FT

C FLAT SECTION
 SHOULDER WIDTH
 TREAD WIDTH
 SHOULDER WIDTH
 0 INCHES TO 5% SIDESLOPE

TYPICAL TRAIL TREAD AND SHOULDER WIDTH

TYPICAL ID	SECTION TYPE	TREAD FINISH	TREAD WIDTH	SHOULDER WIDTH UPHILL	SHOULDER WIDTH DOWNHILL	COMMENTS
TSF-1	B	T1	24 IN	12 IN	12 IN	HIKING USE
TSF-2	A	T2	18 IN	6 IN	6 IN	MOUNTAIN BIKE USE
TSF-3	C	T2	48 IN	12 IN	12 IN	OHV USE

TREAD CROSS SLOPE

TYPICAL ID	OUTSLOPE	INSLOPE	CROWNED SECTION	COMMENTS
TCS-1	3%	NA	NA	TYPICAL UNLESS OTHERWISE STAKED

SLOPE AND TRAILBED FINISH

TREAD FINISH	ROOTS	LOOSE ROCK	EMBEDDED ROCK	COMMENTS
T1	1	1	1	
T2	3	3	3	TRAIL CLASS 4
T3				
T4				
T5				
T6				

TRAILBED AND SLOPE FINISH

SLOPE FINISH
 REMOVE ROOTS THAT PROTRUDE FROM THE BACKSLOPE WITH DIAMETERS GREATER THAN SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.

TRAILBED FINISH
 REMOVE LOOSE ROCK ON THE TRAILBED WITH A DIMENSION GREATER THAN SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.
 REMOVE OR REDUCE EMBEDDED ROCK THAT PROTRUDES MORE THAN THE DIMENSIONS SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.

NOTES:
 1. SLASH CONSISTS OF LOGS, LIMBS, BRUSH, AND ROCKS PLACED RANDOMLY IN A WAY TO CATCH SEDIMENT MOVEMENT.
 2. LIMB ALL TREES AND SHRUBS AND TAMP SLASH INTO GROUND SO THAT 80% OF SLASH IS IN CONTACT WITH THE GROUND.

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION: **YOUR PROJECT NAME**
YOUR FOREST NAME
YOUR DISTRICT NAME

DRAWING NAME: **TYPICAL CROSS SECTION & SLOPE FINISH**
 SECTION: **911 - TREAD AND PRISM** TYPICAL ID: **T8F/TCS**

REVISION DATE: **XX/XX/XX** DRAWING NO: **STD 911-01**
 NO SCALE SHEET **8** OF **19**

TYPICAL RETAINER TYPE

RETAINER TYPE	MATERIAL	SIZE	SPECIES/ GRADE	PRESERV. TYPE	JOINT TYPE	COMMENTS
R1	ROCK					
R2a	LOG	8 IN	OAK	NA	L1	USE LOCAL NATIVE TREES
R2b	LOG					
R2c	LOG					
R3a	SAWN TIMBER	6X6	SP/#2	P1	L2	
R3b	SAWN TIMBER					
R3c	RAIL ROAD TIES					
	X					
	X					
	X					
	X					

TYPICAL ROCK SPACING

TYPICAL BUTT JOINT (L1)

TYPICAL STACKED LOG RETAINER (R2c)

TYPICAL LAP JOINT (L2)

TYPICAL SCAFF JOINT (L3)

NOTES:
 1. PRE-DRILL HOLES FOR REBAR TO PREVENT SPLITTING OF LOGS OR SAWN TIMBERS. RECESS END OF REBAR 1/2 INCH BELOW TOP OF TIMBER.
 2. PLACE REBAR, ANCHOR BOLT OR STAKE 6 INCHES FROM EACH END OF TIMBER WITH MAXIMUM SPACING OF 36 INCHES. FOR STACKED RETAINERS STAGGER JOINTS 24 INCHES MINIMUM.
 3. COMPACT BACKFILL IN 8 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
 4. ALL FIELD DRILLED HOLES AND CUTS SHALL BE FIELD TREATED.
 5. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.

PRESERVATIVE TREATMENT - (REFER TO AWPA USE CATEGORY SYSTEM)			
PRESERVATIVE TYPE	TREATMENT TYPE	USE CATEGORY	COMMENTS
P1	WB	UC4A	X
P2	WB	UC3B	
P3	XX	XXXX	

TREATMENT TYPE: WB = WATERBORNE, OT = OIL-BORNE
 USE CATEGORY: UC3B = ABOVE GROUND - EXPOSED, UC4A = GROUND CONTACT - GENERAL USE, UC4B = GROUND CONTACT - HEAVY DUTY

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION: **YOUR PROJECT NAME**
YOUR FOREST NAME
YOUR DISTRICT NAME

DRAWING NAME: **TYPICAL RETAINERS**
 SECTION: **911 - TREAD AND PRISM** TYPICAL ID: **TRT**

REVISION DATE: **XX/XX/XX** DRAWING NO: **STD 911-03**
 NO SCALE SHEET **9** OF **19**

Fuller Brothers Trail System – 2024

EXISTING TRAIL RESTORATION

TYPICAL ID	SECTION TYPE	TREAD WIDTH	SHOULDER WIDTH UPHILL	SHOULDER WIDTH DOWNHILL	COMMENTS
ETR-1	ALL	48 IN	12 IN	12 IN	OHV USE
ETR-2	B	24 IN	12 IN	12 IN	HIKING USE

NOTES:

- RE-ESTABLISH ORIGINAL DRAINAGE STRUCTURES TO MATCH NEW TREAD SURFACE.
- INSTALL CHECK DAMS, DRAINAGE DIPS OR OTHER DRAINAGE STRUCTURES WHEN SPECIFIED.
- DRAINAGE DIPS WILL BE STAKED IN THE FIELD WHEN REQUIRED AND WILL BE PAID SEPARATELY UNDER SECTION 927.
- USE ONLY SUITABLE MATERIAL TO CONSTRUCT RESTORED TRAIL PRISMS. DISPOSE OF UNSUITABLE MATERIAL AS SHOWN ON PLANS.
- SEEDING, FERTILIZING & MULCHING WHEN REQUIRED WILL BE PAID UNDER SECTION 981.

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION</p> <p>YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME</p> <p>EXISTING TRAIL RESTORATION</p> <p>SECTION 911 - TREAD AND PRISM</p>	<p>REVISION DATE</p> <p>XX/XX/XX</p> <p>TYPICAL ID ETR</p>	<p>DRAWING NO</p> <p>STD_911-30-01</p> <p>SHEET 10 OF 19</p>
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CLEARING LIMITS - TREES AND LOGS

TYPICAL ID	CLEARING METHOD	CLEARING LIMITS			* LEAVE TREES		CLEAR ZONE		STUMPS MAXIMUM HEIGHT (H)	HAZARD TREE REMOVAL WIDTH (I)	DISPOSAL METHOD	COMMENTS	
		DOWNHILL WIDTH (A)	UPHILL WIDTH (B)	CLEARING HEIGHT (C)	DISTANCE (FEET) (D)	DIAMETER (INCHES) (E)	DOWNHILL WIDTH (F)	UPHILL WIDTH (G)					
CLT-1	C 1	5 FT	5 FT	8 FT	2 FT	10 IN	24 IN	24 IN	8 IN	9 IN	45 FT	D 3	HIKING USE
CLT-2	C 2	5 FT	5 FT	8 FT	2 FT	10 IN	24 IN	24 IN	8 IN	9 IN	45 FT	D 3	HIKING USE
CLT-3	C 2	10 FT	10 FT	10 FT	5 FT	10 IN	48 IN	48 IN	3 IN	9 IN	45 FT	D 1	OHV USE

CLEARING METHOD

CLEARING TYPE	CLEARING METHOD	COMMENTS
C1	NEW CONSTRUCTION	TREES, PRUNING, & BRUSH
C2	CLEARING LIMIT RESTORATION	TREES, PRUNING, LOGS, BRUSH & MAINTENANCE
C3	TRAIL OPENING	LOGGING OUT, LOOSE ROCK & DRAINAGE CLEARING
C4	HAZARD TREE REMOVAL	ALONG TRAIL CORRIDOR
C5	HAZARD TREE REMOVAL	INDIVIDUAL (AS MARKED)
C6	LOOSE ROCK & ROOT REMOVAL	X
C7	X	X

LEAVE TREES: LEAVE TREES SHOULD BE LIVE, SOUND & UNDAUNGED WITH UNCOMPROMISED ROOT SYSTEMS.

HAZARD TREES: HAZARD TREES ARE TREES THAT ARE STANDING OR LEANING DEAD TREES LARGER THAN 8 INCHES IN DIAMETER AND GREATER THAN 90 FEET IN HEIGHT.

DISPOSAL METHOD

DISPOSAL TYPE	DISPOSAL METHOD	COMMENTS
D1	LOP AND SCATTER OUTSIDE TRAILWAY	X
D2	LOP AND SCATTER ON FILL SLOPE	
D3	PILE AND BURN	
D4	CHIP	
D5	HAUL TO DISPOSAL SITE	
D6	X	

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION</p> <p>YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME</p> <p>CLEARING LIMITS-TREES AND LOGS</p> <p>SECTION 912 - CLEARING LIMITS</p>	<p>REVISION DATE</p> <p>XX/XX/XX</p> <p>TYPICAL ID CLT</p>	<p>DRAWING NO</p> <p>STD_912-01</p> <p>SHEET 11 OF 19</p>
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Fuller Brothers Trail System – 2024

CLEARING LIMITS - BRUSHING

TYPICAL ID	CLEARING METHOD	BRUSHING LIMITS			MOWING LIMITS		DISPOSAL METHOD	COMMENTS
		UPHILL WIDTH (J)	DOWNHILL WIDTH (K)	CLEARING HEIGHT (L)	UPHILL WIDTH (M)	DOWNHILL WIDTH (N)		
CLB-1	C 9/10	5 FT	5 FT	8 FT	24 IN	24 IN	D 1	HIKING USE
CLB-2	C 9/10	10 FT	10 FT	10 FT	48 IN	48 IN	D 1	DHV USE

CLEARING METHOD

CLEARING TYPE	CLEARING METHOD	COMMENTS
C9	BRUSHING	X
C10	MOWING	
C11	X	

DISPOSAL METHOD

DISPOSAL TYPE	DISPOSAL METHOD	COMMENTS
D1	LOP AND SCATTER OUTSIDE TRAILWAY	X
D2	LOP AND SCATTER ON FILL SLOPE	
D3	PILE AND BURN	
D4	CHIP	
D5	HAUL TO DISPOSAL SITE	
D6	X	

NOTE:
SEE SHEET STD_912-01 FOR CLEAR ZONE LIMITS

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME CLEARING LIMITS - BRUSHING</p> <p>SECTION 912 - CLEARING LIMITS</p>	<p>REVISION DATE XX/XX/XX</p> <p>NO SCALE</p>
		<p>TYPICAL ID CLB</p>	<p>DRAWING NO. STD_912-02</p> <p>SHEET 12 of 19</p>

SURFACING SECTIONS

TYPICAL ID	SECTION TYPE	TREAD WIDTH	SHOULDER WIDTH		GEOTEXTILE TYPE	BASE COURSE		SURFACE COURSE		COMMENTS
			UPHILL	DOWNHILL		TYPE	DEPTH	TYPE	DEPTH	
TSS-1	B	24 IN	12 IN	12 IN	YES	B 1	6	S 2	6 IN	HIKING USE--GEOTEXTILE--NON--WOVEN
TSS-2	A	18 IN	6 IN	6 IN	NA	B 1	6	S 2	6 IN	MOUNTAIN BIKE USE
TSS-3	C	48 IN	12 IN	12 IN	NA	B 1	6	S 2	6 IN	OHV USE

N/A WHEN NOT APPLICABLE

A OUTSLOPED SECTION

BASE COURSE MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
B1	PITRULN	3" MINUS	NATIVE MATERIAL SOURCE
B2	AGGREGATE	X	
B3	X	X	

SURFACE COURSE MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
S1	PITRULN	X	X
S2	AGGREGATE	3" MINUS	COMMERCIAL SOURCE
S3	CLAY	X	
S4	WOODCHIPS	X	
S5	X	X	

B EXCAVATED SECTION

C RAISED SECTION

NOTE:
1. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.
2. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME TYPICAL SURFACING SECTIONS</p> <p>SECTION 913 - SURFACING</p>	<p>REVISION DATE XX/XX/XX</p> <p>NO SCALE</p>
		<p>TYPICAL ID TSS</p>	<p>DRAWING NO. STD_913-01</p> <p>SHEET 13 of 19</p>

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ROCK FOUNDATIONS

TYPICAL ID	SECTION TYPE	GEOTEXTILE TYPE	FOUNDATION		RETAINER*		COMMENTS
			DEPTH	WIDTH	IN-FILL MATERIAL TYPE	TYPE	
RKF-1	C	G1	12 INCH	36 IN	FM3	R30	X

N/A WHEN NOT APPLICABLE
*FOR TYPICAL RETAINERS SEE SHEET STD_911-03

A EXCAVATED SECTION

B RAISED SECTION

C RETAINER SECTION

NOTE:

- REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.
- COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
- OVERLAP GEOTEXTILE A MINIMUM OF 12 INCHES AT CENTER AND AT ENDS.
- A 6 INCH MINIMUM COVER IS REQUIRED OVER ALL GEOTEXTILE AND GEDCELL FOUNDATIONS.

GEOTEXTILE TYPE

TYPE	MATERIAL	COMMENTS
G1	NON-WOVEN	X
G2	WOVEN	
G3	X	

TYPE	MATERIAL	ROCK SIZE	GRADATION %	COMMENTS
FM1	AGGREGATE	1 INCH MINUS	X	
FM2	COARSE AGGREGATE	3 INCH MINUS	X	
FM3	ROCK	3 TO 6 INCH	X	GABION ROCK
FM4	ROCK	4 TO 8 INCH	X	
FM5	HEAVY ROCK	8 INCH PLUS	X	
FM6	X	X	X	

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION</p> <p>YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME</p> <p>ROCK FOUNDATIONS</p> <p>SECTION: 918 - FOUNDATIONS TYPICAL ID: RKF</p>	<p>REVISION DATE</p> <p>XX/XX/XX</p> <p>NO SCALE</p>	<p>DRAWING NO</p> <p>STD_918-10-01</p> <p>SHEET 14 OF 19</p>
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STANDARD CULVERT

TYPICAL ID	GEOTEXTILE TYPE	BEDDING TYPE	CULVERT		RETAINER*	COMMENTS
			TYPE	MITERING (A) (B)		
SCV-1	NA	B1	C2	NA	NA	R20

N/A WHEN NOT APPLICABLE
*FOR TYPICAL RETAINERS SEE SHEET STD_911-03

END VIEW

ELEVATION VIEW

CULVERT TYPE

TYPE	MATERIAL	COMMENTS
C1	CMP - GALV	X
C2	HDPE	
C3	PLASTIC	
C4	ALUMINUM	
C5	CONCRETE	
C6	X	

NOTE:

- COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
- NO ROCKS LARGER THAN 1 1/2 INCHES WITHIN 12 INCHES OF PIPE.

BEDDING MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
B1	PITRUN	3" MINUS	NATIVE MATERIAL
B2	AGGREGATE	X	
B3	X	X	

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION</p> <p>YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME</p> <p>STANDARD CULVERT</p> <p>SECTION: 921 - CULVERTS TYPICAL ID: SCV</p>	<p>REVISION DATE</p> <p>XX/XX/XX</p> <p>NO SCALE</p>	<p>DRAWING NO</p> <p>STD_921-10-01</p> <p>SHEET 15 OF 19</p>
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Fuller Brothers Trail System – 2024

DRAIN DIP SECTION

TYPICAL ID	DRAIN DIP TYPE	GEOTEXTILE TYPE	SKEW	SURFACE COURSE		ROCK SPILLWAY	COMMENTS
				TYPE	DEPTH		
DD1-1	DD1	NA	30 DEG	S 1	6 IN	NA	

N/A WHEN NOT APPLICABLE
 ***FOR ROCK SPILLWAY SEE SHEET STD_923-10-01

NOTES:
 1. DRAIN DIPS WILL BE STAKED IN THE FIELD.
 2. ROCK SPILLWAY SLOPE SHALL BE THE SAME AS THE CONSTRUCTED FILL SLOPE.

TYPE	MATERIAL	COMMENTS
G1	NON-WOVEN	
G2	WOVEN	
G3		

TYPE	MATERIAL	GRADATION	COMMENTS
S1	PITBLIN	1" MINUS	NATIVE MATERIAL
S2	AGGREGATE	X	
S3	X	X	

DRAIN DIP TYPE	% PROFILE GRADE	L1	L2	L3	(+)	(-)
DD1	0 TO 4	20 FT	10 FT	20 FT	12 IN	NA
DD2	5 TO 6					
DD3	7 TO 8					
DD4	9 TO 10					
DD5	X					

OVER 10% NOT RECOMMENDED
 H = Q OF TREAD

SHEET 1 OF 2

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME DRAIN DIP</p> <p>SECTION 927 - DRAIN DIPS</p>	<p>REVISION DATE XX/XX/XX</p> <p>NO SCALE</p>	<p>DRAWING NO. STD_927-10-01</p> <p>SHEET 16 of 19</p>
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SHEET 2 OF 2

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME DRAIN DIP DETAILS</p> <p>SECTION 927 - DRAIN DIPS</p>	<p>REVISION DATE XX/XX/XX</p> <p>NO SCALE</p>	<p>DRAWING NO. STD_927-10-02</p> <p>SHEET 17 of 19</p>
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NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on Thursday, March 28, 2024, to complete the “**White Rocks Trail Project**” for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented April 1, 2024, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from City of Deadwood, 108 Sherman Street or on the website at www.cityofdeadwood.com.

Bids will be sealed and marked **White Rocks Trail Project**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

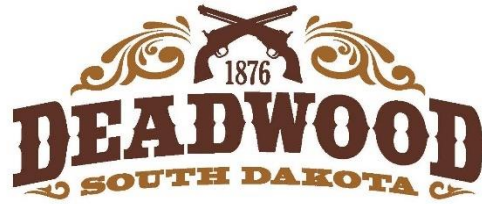
Dated this 4th day of March 2024.

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: March 7, 2024 and March 14, 2024

For any notice that is published twice:

This notice is published twice at an approximate cost of \$_____.



Notice to Bidders Professional Trail Building

White Rocks Trail System a portion of the Deadwood Trail System – 2024

A NON-MOTORIZED, NATURAL-SURFACE TRAIL PROJECT ON
CITY OF DEADWOOD LAND NORTH OF DEADWOOD SD.

POINT OF CONTACT

Kevin Kuchenbecker
Planning, Zoning and Historic Preservation officer
(605) 578-2082
kevin@cityofdeadwood.com

PROJECT MANAGER

Randy Adler
Parks, Recreation and Events Director
(605) 578-2082
randy@cityofdeadwood.com

White Rocks Trail System - 2024

Notice to Bidders Professional Trail Building **White Rocks Trail System**

Introduction

The City of Deadwood [DEADWOOD] is requesting formal bids for the construction of 4,737 +/- linear feet of non-motorized, multi-use, 24" – 36" natural surface trail as a portion of the overall Deadwood Trail System. Once built the trail will be flowy moderately difficult with rolling contours, grade reversals, banked turns, small to medium optional features using only natural materials providing a quality experience for both up and down hill travel. Emphasis on using natural features as positive control points. Concept of work is to start and progress without interruption until the trail work under this project is complete. The project construction will be supervised by the City of Deadwood. The project will be on land owned by the City of Deadwood or Deadwood Historic Preservation Commission on the north side of Deadwood, Lawrence County, South Dakota.

Background

Once fully constructed, the Deadwood Trail System will be a professionally designed, 25 +/- mile natural-surface, non-motorized trail network accessible from Deadwood via multiple designated parking areas. The full trail system will be situated on lands administered by the City of Deadwood, the Bureau of Land Management (BLM), and the United States Forest Service (USFS).

This request for bids is for the construction of approximately 4,737 +/- linear feet of non-motorized, multi-use, 24" – 36" natural surface trail as part of the Deadwood Trails System. This project is for trail on land owned and administered by the City of Deadwood. The trail to be constructed as a result of this project will be multi-use for biking and hiking.

This notice to bidders is divided into the following sections:

1. Introduction
2. Background
3. Call for Bids
4. General Provisions
5. Bid Form
6. General Specifications
7. Individual Trail Specifications

White Rocks Trail System - 2024

Call for Bids

Each formal bid shall be limited to no more than ten (10) pages (8½" x 11"), not including appendices. The following elements must be included in each submittal:

1. Qualified individuals or firms are invited to submit any questions on the project to the following Point of Contact for this solicitation:

Contact: Kevin Kuchenbecker
 Title: Planning, Zoning and Historic Preservation Officer
 Address: City of Deadwood
 108 Sherman Street
 Deadwood, SD 57732
 Phone: 605-578-2082
 Email: kevin@cityofdeadwood.com

2. Submit one (1) hard copy in sealed envelope by 2:00 p.m. on Thursday, March 28, 2024 to the Finance Office at 102 Sherman Street, Deadwood, SD 57732. Please address the exterior of the envelope with the project name as follows:

White Rocks Trail System – 2024

3. Bids must be received by the time and date specified.
4. No Bid will be considered which is not submitted on the attached Bid Form, signed by a proper official of the company bidding, in the space provided and delivered in a sealed envelope.
5. No Bid will be considered which modifies in any manner any of the general provisions, specifications, or the bid form.
6. A Bid in the possession of DEADWOOD may be altered by the person authorized for bidding, provided it is prior to the time and date of the bid opening and returned in a sealed envelope.
7. A Bid in the possession of DEADWOOD may be withdrawn by the bidder up to the time and date of the bid opening. Bids may not be withdrawn for a period of 30 days after the bid opening.
8. A formal contract will be issued, and the work contemplated will be covered by a SERVICE CONTRACT.
9. Acceptance of the SERVICE CONTRACT will be deemed to mean acceptance of the contract work as specified in the Bid.
10. Progress payments can be made for completed work for that period.
11. Final payment will be made after the acceptance of all work.
12. Failure of the successful bidder to furnish the equipment, materials, supplies, or perform the service awarded from their Bid shall eliminate the bidder from subsequent phases of the Deadwood Trail project.
13. DEADWOOD will supply materials for bridges, culverts, and fence crossings. However, in consultation with DEADWOOD, the Contractor may provide materials when deemed necessary or desirable in order to fully complete the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for at the specified item prices, approved rental rates, or lump sum

White Rocks Trail System - 2024

stipulated in the order authorizing the work.

14. DEADWOOD hereby notifies all prospective bidders that DEADWOOD will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit bids in response to this invitation and are specifically encouraged to do so. DEADWOOD further assures that it will not discriminate against anyone on the grounds of race, sex, age, color or national origin or disability in consideration for an award.
15. A Pre-bid Site Walkthrough is not scheduled; however, additional information can be requested via email from DEADWOOD's point of contact or project manager and will be shared with all prospective bidders according to the Project Timeline and Schedule.
16. Project Timeline and Schedule:

March 04, 2024	Notice to Bidders released
March 14, 2024	Deadline for request for clarifications/questions
March 21, 2024	Response to request for clarifications distributed
March 28, 2024	Bid submission deadline at 2:00 p.m.
April 01, 2024	Anticipated award announcement
April 15, 2024	Contract signed

General Provisions: Deadwood Trail System – White Rocks Trail Project – 2024

1. **LICENSES, PERMITS AND TAXES:** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
2. **LAWS TO BE OBSERVED:** The Contractor shall be kept fully informed on all Federal and State laws, all local bylaws, regulations, ordinances and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affects those engaged or employed on the work, or which in any way affects the conduct of the work. They shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The Contractor shall protect and indemnify DEADWOOD and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order of decree whether by themselves or their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Contractor for any of the above reasons.
3. **CONTRACTOR'S INSURANCE:**
 - a. The Contractor shall not commence work under this contract until they have obtained all the insurance required hereunder and such insurance has been approved by DEADWOOD. Approval of the insurance by DEADWOOD shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with DEADWOOD, verifying each type of

White Rocks Trail System - 2024

coverage required including a certificate of insurance specifically naming DEADWOOD as additionally insured.

- i. Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. Contractor's coverage shall be under the South Dakota Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. The Contractor shall also supply to DEADWOOD proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.
 - ii. Commercial General Liability Insurance. The Contractor shall provide coverage, during the entire term of this contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed operations, in an amount not less than One Million Dollars (\$1,000,000) per occurrence.
 - iii. Business Automobile Liability Insurance. The Contractor shall maintain, during the entire term of the contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.
 - iv. Unemployment Insurance. The Contractor shall be duly registered with the Employment Security Commission, Unemployment Compensation Division. The Contractor shall supply an official notice of Unemployment Insurance Coverage for itself and on each and every subcontractor prior to beginning work under this contract.
 - v. Certificate of Good Standing. The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
 - vi. Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to DEADWOOD.
 - vii. DEADWOOD May Insure for Contractor. In case of the breach of any provision of this Section, DEADWOOD may, at DEADWOOD's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as DEADWOOD may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.
- b. DEADWOOD's right to reject: DEADWOOD reserves the right to reject a

White Rocks Trail System - 2024

certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.

- i. DEADWOOD's right to contact insurer: DEADWOOD shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to: exclusions endorsed; claims in progress which could significantly reduce the annual aggregate limit; or, if the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
 1. Retroactive dates;
 2. Extended reporting periods or tails; and
 3. Any applicable deductibles.
4. PRE-BID MEETING: Before submitting, the Contractor should familiarize themselves as best as possible with the area and the conditions affecting the work. Be advised the project location may be currently under snow cover, with limited access and will likely remain so into May. A Pre-bid Site Walkthrough may not be possible; however, additional information can be requested via email from DEADWOOD and will be shared with all prospective bidders according to the Project Timeline and Schedule.
 5. CONTRACT TIME: Said work shall commence upon receipt of the Notice to Proceed and shall be completed within the contract dates. Concept of the work is to start at a time selected by the Contractor and conveyed to DEADWOOD and to progress without interruption until the job is complete.
 6. EXTRA WORK: In consultation with the DEADWOOD, the Contractor shall perform unforeseen work whenever it is deemed necessary or desirable in order to complete fully the work contemplated. Such work shall be performed as directed or agreed upon and will be paid for a specified time and material rates, approved rental rates, or a lump sum stipulated in the order authorizing the work.
 7. BASIS OF AWARD:

Right of Rejection: DEADWOOD reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive or conditional bids.

Qualifications and Experience: In evaluating Bids, DEADWOOD shall consider the qualifications and experience of the Bidders in constructing purpose-built, natural-surface trail with specialized machinery, as well as experience with design layout and modification, whether or not the Bids comply with the prescribed requirements and hourly rates and unit prices, if requested in the bid forms, are extended correctly.

Additional Information: DEADWOOD may conduct such investigation as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-

White Rocks Trail System - 2024

Contractors, employees, and other persons and organizations to do the work in accordance with the Contract Documents to DEADWOOD's satisfaction within the prescribed time.

Partial Award: DEADWOOD reserves the right to award a partial award of only a portion of the project contained within the solicitation, or to award separate portions of the project to separate bidders. Unless otherwise specified by DEADWOOD or the bidder, DEADWOOD may accept any item or groups of items in the Bid as may be in the best interest of DEADWOOD.

If the contract is to be awarded, it will be awarded to the bidder whose evaluation by DEADWOOD indicates to DEADWOOD that the award will be in the best interest of DEADWOOD.

8. **TERMINATION:** The contract may be terminated by either party without cause with a thirty (30) day written notice, delivered by certified mail.
9. **WARRANTY PERIOD:** If DEADWOOD determines Contractor's work is defective after the approved final payment and prior to the expiration of one year after the date of Final Completion or such longer period as may be prescribed by law or by the terms of any applicable special guarantee, the Contractor shall promptly, without cost to DEADWOOD and in accordance with DEADWOOD's written instructions, either correct such defective work or, if it has been rejected by DEADWOOD, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instruction, DEADWOOD may have the defective work corrected or the rejected work removed and replaced, and all costs incurred therefore, including compensation for additional professional services, shall be paid by the Contractor and its sureties. The remedies provided in this section are in addition to all other remedies available to DEADWOOD under applicable laws and shall not be construed as exclusive of any other legal right or remedy available to the DEADWOOD.
10. **INDEMNIFICATION:** The Contractor shall indemnify, defend, and hold harmless the City of Deadwood, and its officers, agents, employees, board members, successors, volunteers and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.
11. **PROJECT SUPERVISION:** DEADWOOD will provide oversight and coordination of the trail building project. DEADWOOD will regularly inspect to ensure completed work meets all requirements set forth.

White Rocks Trail System - 2024

BID FORM

In compliance with the Call for Bids, General Provisions, Specifications, Maps and Drawings, the undersigned hereby proposes to furnish all labor and equipment to mobilize and perform all work necessary for the **White Rocks Trail System – 2024** for considerations in the following amount:

\$ _____

This figure shall be known as the Bid. The Bid shall include sales tax and all other applicable taxes and fees.

1. That for and in consideration of the amounts specified below, this Contractor shall perform the work of constructing White Rocks Trail System – 2024, as further outlined in this RFP, in a good skillful and substantial manner and to the full satisfaction of and under the supervision of the Representative in charge of the Project. In the prosecution of the work, the Contractor shall, at his own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies except such equipment and materials which shall be furnished by DEADWOOD, as provided in the General Provisions, General Specifications, or Individual Trail Specifications, and shall perform the work in strict conformity with the General Provisions, General Specifications, or Individual Trail Specifications relative to this work.
2. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Bid and the completion of the work embraced herein according to the plans, specifications, drawings and conditions herein contained and referred to, DEADWOOD shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this proposal and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work.
3. The contract will be for a one-year period, with an option to extend, by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined solely at the discretion of the DEADWOOD.
4. Said work shall be commenced upon notice to proceed and shall be completed per contract documents; however, should the Contractor be delayed in the prosecution of the work by any act, neglect or fault of DEADWOOD, or by any damage caused by fire, flood or other casualty over which the Contractor has no control, then the time herein set for the completion of the work may be extended as determined by mutual agreement of the parties hereto. DEADWOOD hereby reserves the right to accept and make use of any portion of said facilities before completion of the entire work without invalidating the contract, or binding DEADWOOD and accept the remainder of the work or any portion thereof, whether completed or not. DEADWOOD also reserves the right to eliminate or delay parts of the project depending upon Bid and funds available.
5. It is also agreed by the parties hereto that the Call for Bids, Drawing, General Provisions and Specifications, herein referred to, form an essential part of this

White Rocks Trail System - 2024

agreement and whether the same are attached hereto or on file in the office of DEADWOOD they shall have the same force and effect as if spread at length herein.

6. If written Notice of Acceptance of this Bid is delivered to this bidder within Twenty (20) calendar days after date of bid opening, this bidder will within Twenty (20) calendar days after date of such notice, execute and deliver the Contractor's Certificate(s) of Insurance in accordance with the General Provisions and Bid as accepted.
7. The bidder hereby agrees that should they be awarded this contract, Contractor shall not discriminate against any person who performs work because of age, race, religion, color, sex, national origin or ancestry.
8. The bidder also covenants and agrees and that this Bid is made without collusion with any other person, firm or corporation; that they have carefully examined the Call for Bids, General Provisions, Drawings and Specifications, and any and all Addenda governing the work included in this Bid, and fully understands the physical conditions under which the work must be performed.
9. The bidder will perform all extra work that may be required and on the conditions set forth in the General Provisions.

1. **BY SUBMISSION OF A BID, THE BIDDER CERTIFIES:**

- 1.1 Prices in this Bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the bidder to induce any other person or firm to submit a Bid for the purpose of restricting competition.
- 1.3 The person signing this Bid certifies that they are authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Bidder will comply with all applicable Federal regulations, policies, guidelines, and requirements.

2. **GENERAL INFORMATION:**

Company Name _____ Phone _____

Signatory's Name _____ Fax _____

Signature _____ Date _____

Title _____

Mailing Address _____

City _____ State _____ Zip _____

Email Address _____

SSN/Employer Identification Number _____

White Rocks Trail System - 2024

3. OWNERSHIP AND CONTROL:

Bidder's Legal Structure:

- Sole Proprietorship
- Corporation
- Limited Liability
- General Partnership
- Limited Partnership
- Other _____

If Bidder is a sole proprietorship, list:

Signatory's Name _____ Phone _____

City _____ State _____ Zip _____

Email Address _____

SSN/Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the bidder:

NAME (printed or typed)	TITLE
_____	_____
_____	_____

Contractors must provide:

- 1) A minimum of three (3) references with the Bid form to include name, address, telephone number, date of project, and description of services performed, period of performance, and contracted amount.
- 2) Proposed approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.
- 3) Please list at least three (3) similar past projects with brief narratives.
- 4) Please provide one (1) letter of recommendation from previous shared use trail construction projects with contact information (phone number and email address).
- 5) Provide a recommended schedule/timetable that discloses your window of availability to meet the expectations of this contract.
- 6) Experience constructing sustainable and shared-use (bike/hike) trails?
Yes _____ No _____

White Rocks Trail System - 2024

VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

(Name and Title)

(Date)

White Rocks Trail System – 2024

General Specifications

The trail constructed through this Request for Proposal (RFP) is on the slope north of the City of Deadwood South Dakota. Work includes completion of an on-site investigation of local conditions, furnish all labor, equipment, supplies and materials in performing all operations necessary for the complete and proper development of identified trail infrastructure associated with the project. This contract is for the mobilization and construction of approximately 4,737 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. Work must be completed according to trail standards as contained within this scope of work. Trail lengths are estimates derived from design data files completed in 2023. Preliminary layout of the trail corridor has been completed and flagged representing the center line of a twenty-five-foot right-of-way. As part of this project the Contractor is responsible for final field alignment and design within this corridor. The trail to be constructed through this RFP is multi-use for biking and hiking.

Contractor will adhere to Sustainable Trail Construction best practices and guidelines accepted in the industry as standards providing the foundation for all design and construction decisions ("half rule", frequent grade reversals, maximum grades, function of soils and use, etc.).

Section 1: General Requirements

- 1.1 Project Location - The work is located just North of the City of Deadwood SD The project is located within off the area known as Aspens Trailhead. For work and equipment access, there is one entry point at the Aspens Trailhead. There are no restrictions on access, however snow or mud can be limiting in extreme circumstances. Exact location is shown on the attached map. If needed, KMZ Google Earth files and or shapefiles may be requested from DEADWOOD via email.
- 1.2 Description of work - The general components of the work to be performed under these plans and specifications include, but are not limited to, furnishing and installing approximately 4,737 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. Monthly invoices may be submitted to DEADWOOD. DEADWOOD will monitor the progress of the project regularly.
- 1.3 Layout- Preliminary layout of the trail centerline has been completed. The Contractor will collaborate with DEADWOOD on decisions and alterations prior to any construction.
- 1.4 Submittals - Submittals shall be interpreted to include drawings, data, manuals, certifications, warranties, samples, charts, weekly timesheets and other items furnished by the Contractor for approvals. Submittals will be given to DEADWOOD. The following submittals will be required for this project:
 - a. Proposed Construction Schedule and Bid Forms.
- 1.5 Materials - Materials as used in these specifications shall mean equipment, machinery, product, component or any other item to be incorporated in the work, “Alt-Adds” included. The Contractor will use on-site, native materials whenever possible. Native materials such as rocks, trees, soils, etc. within 100-feet of the general trail corridor can be used to construct trail features/structures. It is determined that their use will not adversely impact natural resources based on a

White Rocks Trail System – 2024

field review between DEADWOOD and Contractor during the design and layout approval.

The Contractor shall make a diligent effort to procure such materials, but, if materials become unavailable, substitute materials may be used, provided no substitute materials shall be used without prior approval by DEADWOOD. off-site materials furnished by the Contractor shall be of the type and quality described in these specifications. The DEADWOOD's determination as to whether substitution will be permitted will be final and conclusive.

- 1.6 Equipment restrictions, access and haul routes - Trails are to be constructed using machine labor with hand labor employed for finish work and along any area ill-suited for machine construction. To minimize environmental impact and keep the footprint of disturbance within immediate trail construction area only, equipment shall be limited to hand tools or small (mini or micro) walk-behind or ride on mechanized equipment. Use of and types of mechanical equipment will need to be detailed in Bid documents and approved by DEADWOOD prior to construction. The Contractor shall inspect the access for suitability and will need DEADWOOD approval for any access outside the general construction corridor. Any trail-construction-related damage to lands located outside the trail corridor will be the responsibility of the Contractor. Equipment must be cleaned prior to commencing construction to ensure that weeds are not transported from off-site projects.

In the case of major equipment failure, it is the responsibility of the Contractor to immediately contact DEADWOOD.

- 1.7 Staging area - There are no staging areas within the project area due to parking limitations. All equipment will need to be off loaded and moved directly onto the work site.
- 1.8 Preservation of Vegetation - The Contractor shall exercise care to preserve the natural landscape, including trees and shrubs, and shall conduct construction operations as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works or excavation operations, all trees, native shrubbery, and vegetation, shall be preserved and protected from damage by the Contractor's construction operations and equipment.

All unnecessary destruction, scarring, damage or defacing of the landscape resulting from the Contractor's operations, shall be repaired, replanted, reseeded or otherwise corrected as directed by DEADWOOD and at the Contractor's expense. After completion of the work, all areas disturbed by construction that do not require landscaping or planting, shall be scarified and left in a condition which will facilitate natural vegetation, provide for proper drainage and prevent erosion.

- 1.9 Clean-up - General clean-up will be conducted by the Contractor over the limits of the entire project to the satisfaction of DEADWOOD unless otherwise arranged. This includes touch-up work, patching, and clean-up of all materials related to this contract and Contractor. Clean-up will not be paid for separately but will be included in the Bid.
- 1.10 Guarantee and warranty - A one (1) year guarantee and warranty will be provided by the Contractor on all work of this project. Any portions needing replacement or repair within one (1) YEAR FROM THE DATE OF WRITTEN ACCEPTANCE BY

White Rocks Trail System – 2024

DEADWOOD, shall be completed by the Contractor at their expense, within a time frame agreed upon by DEADWOOD. All manufacturer warranties shall be transferred to DEADWOOD.

Section 2: Trail Construction Guidelines

- 2.1 General - Contractor will adhere to *Sustainable Trail Construction* best practices and guidelines that are accepted in the industry as standards providing the foundation for all design and construction decisions ("half rule", frequent grade reversals, max grades function of soils and use, etc.). The City of Deadwood understands that all trails comprise a creative process driven by local conditions and the involved parties' collaborative efforts. Modifications to the specifications may be allowed, however, they must be made in collaboration with the DEADWOOD and in writing.

All costs for earthwork of this project; excavation, stripping and backfilling, are considered subsidiary to the installation of natural surface trail and associated costs are to be included with the associated Bid items, not to be paid separately. Bidders and the Contractor shall assume all responsibility for deductions and conclusions as to the nature of the materials to be excavated and the difficulties of making and maintaining the required excavations. Excavation shall be made to the lines, grades and dimensions prescribed in the various paragraphs of these specifications.

No excavation shall be made in frozen materials without written approval from DEADWOOD.

All necessary precautions shall be taken to preserve the material below and beyond the established lines of all excavation. Any damage to the work due to the Contractor's operations shall be repaired at the expense of and by the Contractor. Material beyond the required or prescribed excavation lines which is loosened or disturbed by the Contractor's operations shall be removed or fine graded at the expense of the Contractor.

Where additional excavation is prescribed by DEADWOOD to remove unsuitable foundation material, all earthwork due to such additional excavation shall be in accordance with these specifications.

The trail surfaces to be constructed shall be finished to the dimensions shown on the drawings or prescribed by DEADWOOD. When applicable the surfaces shall be moistened with water and tamped or rolled with suitable tools or equipment to form a compacted trail foundation

- 2.2 Excavation for Drainage - The Contractor shall perform excavation for drainage, and as may be instructed by City staff. The drainage channels shall have side slopes and bottom widths to conform to the topographic and hydraulic conditions to be met and contained herein.
- 2.3 Surface Water Control Features - Drainage structures will be incorporated into the trail tread and trail layout to minimize the effects of water flow and prevent excessive erosion. The Trail shall follow the contour, minimize stream crossings and felling of large trees, and stay at least four (4) feet from stream banks except at crossings.

Alignment shall take advantage of natural drainages to minimize the need for major

White Rocks Trail System – 2024

drainage modifications.

In areas where there is a potential for trail erosion, grade reversals shall be incorporated into the trail tread to create natural appearing drainage dips at appropriate intervals.

- 2.4 Backfill - Any backfill shall be placed and compacted to the trail surface. The material to be compacted shall be deposited in approximately horizontal layers which shall not be more than 8 inches in thickness. Use of organic or duff is prohibited. Backfill material shall be obtained from material moved in required excavations. Backfill shall be placed to the same elevation on both sides of the structures, culverts, or other work.

Section 3: Detailed Guidelines for Construction

- 3.1 Trail Flagging- DEADWOOD will flag the center line of a ten foot right of way. The Contractor may place supplementary flagging of the final alignment.
- 3.2 Water for Construction- Upon approval, nearest water available for trail construction is from miscellaneous springs and a stock tank if permission is granted from owner.
- 3.3 Features- Difficulty on bike trails will be constructed as described below for each individual trail. Earthen structures will be composed entirely of mineral soil and/or rock, stabilized and compacted. Hand tamping only is not acceptable. Use of organic material or duff is prohibited. Where suggested by Contractor and DEADWOOD, short alternate lines of increased/decreased difficulty may be considered.
- 3.4 Clearing of Corridor- Clearing of corridor will be performed by Contractor. The maximum width of the corridor is five feet, less is preferred and whenever possible, with narrower gateways through natural obstacles (trees, rock outcrops) are encouraged with a height of 8-12 feet. Clearing and grubbing will be done with minimal disturbance to surrounding soils, vegetation, and viewshed. Taking of trees larger than four inches will be avoided and only done with no other option. Limbing and pruning will be done using techniques and industry standards that protect trees/shrub from undue harm. Vegetation will be lopped to the ground no more than a few inches high and scattered away from the trail edge, making visibility of debris minimal.
- 3.5 Spoils- Spoil material, including dirt, duff, rock and vegetation loosed during trail construction must be distributed such that no berm is left along trail edge to a minimum distance of ten feet from edge of trail. Spoil material will be not more than four inches in depth, spread in a manner that does not bury existing vegetation, does not interfere with drainages, and is scattered to blend with surrounding landscape. Piling debris in stream beds, gullies, or suspected wetlands is prohibited. If borrow pits are created they will be restored to finish requirements.
- 3.6 Trail Tread- Trail tread will be 24"- 36", larger where necessary for landing platforms, turning radius and features. Full bench construction whenever possible. If fill is required, it will be properly retained and discussed with DEADWOOD prior to action. Mainly firm trail surfaces with smooth paths through obstacles. Rock material may be left in tread in instances of increased difficulty or to achieve a particular goal of a specific segment. All stumps, roots, brush will be removed from

White Rocks Trail System – 2024

tread with holes filled and compacted.

- 3.7 Water Diversions- A 5-7% outslope will be incorporated on all applicable tread. When not possible or desirable due to purpose-built in-sloping, resource concerns, or obstructions, water can be directed down the trail for short distance before a water diversion feature is incorporated. Frequent grade reversals are encouraged. To promote self-cleaning drains, grade reversals will be >15%. If >25% riprap or armor will be installed. Water bars will not be used in the construction of this project.
- 3.8 Turns- All berm turns or insloped switchbacks will be created with an insloped turn pad. Turning radii should be consistent throughout the turn. Turns with a running grade of twenty percent (20%) or greater in the apex should have a rock armored drain two feet wide following the inside of the turn. Any fill structure for a turn pad will comply with composition, compaction, and fill slope requirements. If a retaining wall is employed in place of a fill slope, the structure will be constructed of stone and comply with all industry standards and specifications for rock retaining walls. A grade reversal or rolling grade dip will be constructed before and after each bermed turn or insloped switchback. If multiple switchbacks are required, they will be situated to minimize “stacking”. The grade reversals or rolling grade dips are part of the entire feature and will not be billed as separate units. The Contractor will create short-cutting deterrents at each turn.
- 3.9 Rollers & Brollers (Bermed Rollers)- A broller is defined as tilted tread surface that is insloped or off camber in excess of the standard tread out slope of 5%. Brollers do not result in a change of direction across the landscape and do not cross the fall line. Typical rollers and brollers will be included in the Bid price for all trail construction types and are not considered berms or turns.
- 3.10 Grade Reversals/Rolling Grade Dips- A designed grade reversal or rolling grade dip should occur approximately every 20-70 feet. Grade dips will be incorporated uphill and downhill from every significant turn unless acceptable substitute is available. Typically, six feet long or greater in bottom, and ten feet long or greater on top, a height differential of 12”, with a grade between 15%- 25% grade, and sides slope of 2:1. Specific details will be determined by the Contractor in partnership with the City of Deadwood. Reversals constructed of fill >12” are considered features.
- 3.11 Armor- Tread hardening using native stone will be implemented where needed for unavoidable erosion control using native stone as available and done to known industry standards in grade, stability, width, and length. Visible rocks that can be easily collected without significant disturbance will be used. Any alternative manufactured armoring products that the Contractor would like to use must be preapproved by the City of Deadwood.
- 3.12 Finish Work- Finish work to be performed by the Contractor. Trails will be finished as the project advances to minimize erosion, control sediment, and reduce exposure of the tread. All equipment marks will be smoothed and blended prior to completion. Back slope will be graded to 3:1 or matched to existing slope wherever possible, and stumps or exposed roots will be flush-cut or removed. Contractor will assure that down slope spoils are visually minimal and will not interfere with drainage off tread. Rocks unearthed that are not used in construction will be spread away from trail edge, natural side up and anchored to avoid rolling. All finish work will be completed to the satisfaction of the City of Deadwood. Signage

White Rocks Trail System – 2024

is the responsibility of the City of Deadwood.

Section 4: Completion Requirements

- 4.1 Payment – The Contractor will provide monthly progress reports along with monthly invoices. Any previously agreed upon expenses for materials will be included in the monthly invoice. Payment shall be made monthly.
- 4.2 General Comments:
 - 4.2.1 DEADWOOD will work with the Contractor to ensure that any and all site-related permits or permissions have been secured to build the entire project.
 - 4.2.2 Contractors must have experience constructing non-motorized trails to IMBA standards. In addition, Contractors must have a minimum of five (5) years of experience building trails of comparable size and scope to the trails in this document. This includes following flagging, clearing the general corridor, final trail alignment, and directing machine and hand- build construction methods. As described per the formal Bid sheet, Contractors must provide a minimum of three (3) references with the Bid form to include name, address, phone number, date of project, description, and location of project.
 - 4.2.3 Workmanship shall be of the best quality. The professional appearance of finished work shall be of equal importance with its intended use. All portions of the work shall be so laid out and installed so that the work, as a whole, is of uniform quality and appearance.
 - 4.2.4 Contractor shall prepare a construction schedule showing major construction activities before any construction begins.
 - 4.2.5 Contractor acknowledges that they have satisfied themselves as to the nature and location of the work and the general and local conditions of the site by visiting the site or otherwise becoming thoroughly familiar with the site.
 - 4.2.6 A pre-construction conference shall be scheduled by the Contractor as soon as practical after the Service Contract has been received by the Contractor. The meeting shall include DEADWOOD and appropriate representatives of the Contractor who will be responsible for the management of the project. Major subcontractors shall also attend.
 - 4.2.7 The Contractor shall make every effort to verify the availability of materials for this project by the time of the pre-construction conference. Cost of delays because of non-availability of specified items when such delays could have been avoided by the Contractor, shall not be borne by DEADWOOD. Burden of proof for substituted materials rests with the Contractor. Sufficient documentation must be provided in ample time for review by DEADWOOD. Contractor must not assume that substitutions will be granted.
 - 4.2.8 It shall be the responsibility of the Contractor to become familiar with local or regional code enforcement if any applies to this project.
 - 4.2.9 Before performing any work or ordering any materials, the Contractor shall verify all dimensions of any existing and new work and shall be responsible for their accuracy.
 - 4.2.10 Contract Time. Said work may commence upon receipt of the Notice to

White Rocks Trail System – 2024

Proceed. Concept of the work is to start and to progress without interruption until the job is complete.

- 4.2.11 The Contractor is responsible for securing equipment from theft and vandalism within the staging area and throughout the build areas. DEADWOOD will not be held responsible for repair or replacement of items.

Section 5: Local Environment - Project Area

- 5.1 Soils- Soils in the project area typically range from shallow (<20”) to moderately deep (20-40”) to bedrock and well drained, with coarse fragments ranging in size from channers to cobbles, with surface textures dominantly gravely silt loam. Slope ranges identified in the soil mapping units were described as steep, with the dominant map unit ranging from 10-65%.
- 5.2 Precipitation- 15-19” annually
- 5.3 Vegetation- Predominant vegetation includes conifers, an understory of forbs and grasses and open grassland/shrubland parks. Dominant plant community- ponderosa pine, oak, and aspen depending upon slope, aspect, and elevation.
- 5.4 Archaeological/Environmental Constraints- Per cultural survey, the significant resources reported in project area have been circumvented. There are no significant lakes, ponds, or wetland areas intersected by trail. One drainage (City Creek) with annual flow intersects the project area where trail hardening will need incorporated.

Section 6: Individual Trail Specifications

Trail Placeholder Name: “White Rocks” Trail Usage: Shared biking and hiking.

Desired Trail Experience: Flowy moderately difficult with rolling contours, grade reversals, bermed turns, small to medium optional features using only natural materials. Generally uphill travel but built to be a good experience coming down also. Emphasis on using natural features as positive control points.

Length: 4,737 +/- linear feet of non-motorized, multi-use, 24” – 36” natural surface trail as part of the Deadwood Trail System. The entire route was flagged in September 2023.

Grade: 5 to 7%

Side-Slopes: 10 – 25% with sections >30%

Elevation Change: Ranges from approximately +/-4,500 feet to +/-5,000 feet.

Preferred Equipment: The upper portions of this trail can be easily accessed by mini excavator from US Hwy 85 or Denver Avenue.

Tread Width: 24” – 36” (width based on side slope)

Tread Surface: As uniform as terrain allows within a moderate difficulty level. Include rock armor when appropriate.

Corridor Width: 36-48 inches, less when possible, with narrow gateways through natural obstacles (trees, rock outcrops) encouraged.

Features (>12 inches in Height): Features >12” in height must be optional and paired with an easier line.

Number of Features: Spread appropriately for enjoyable experience over the span of the

White Rocks Trail System – 2024

trail.

Rock: Expect limestone outcropping and some thin soil material with rock beneath.

Environment: Approximately 50% forest, 50% scrub brush mixed.

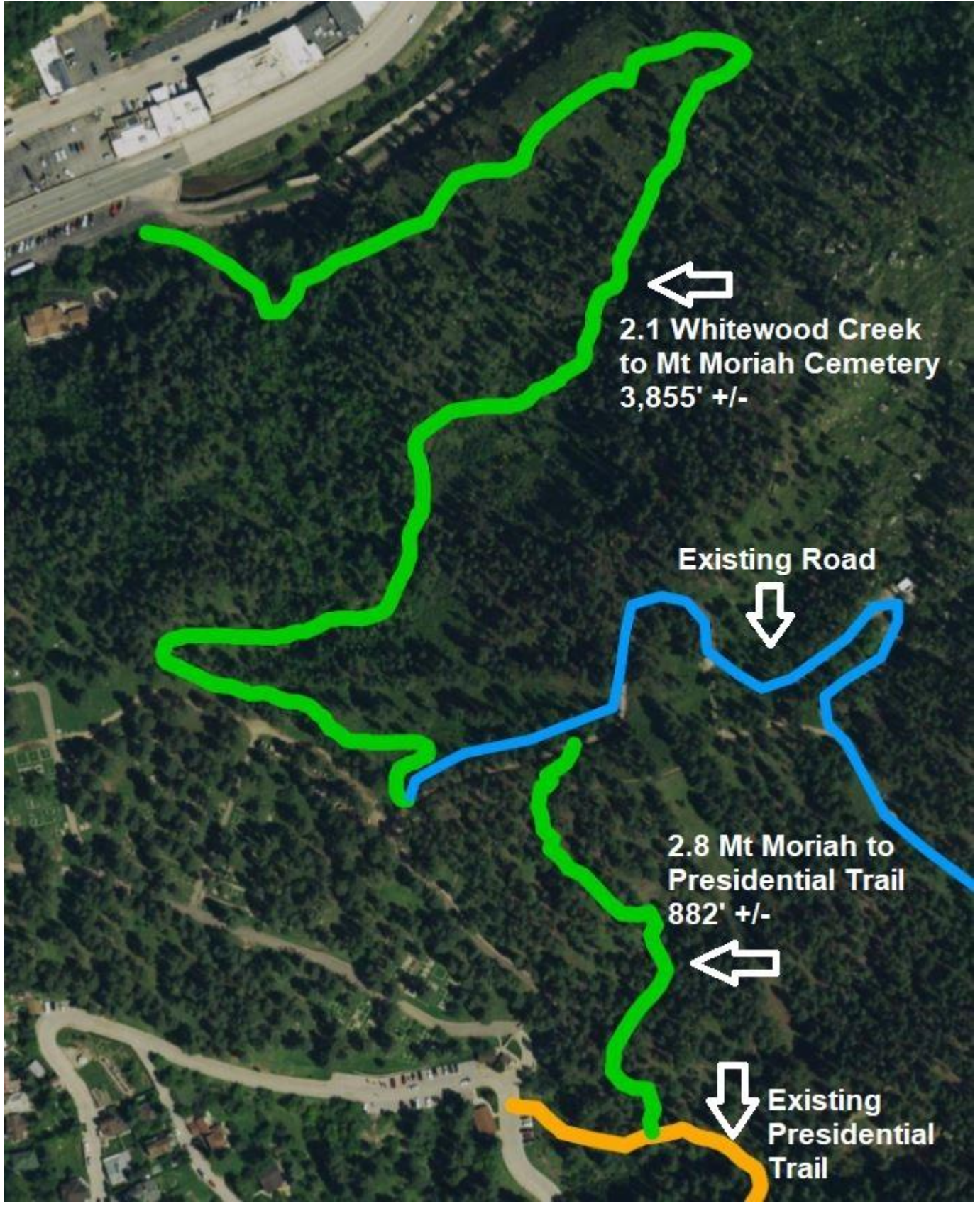
Vegetation: Mainly Ponderosa, Spruce, and Oak.

Hydrology: The water drainages in this section of trail are minimal.

White Rocks Trail System – 2024

Project Map

White Rocks Trail System – 2024



←
2.1 Whitewood Creek
to Mt Moriah Cemetery
3,855' +/-

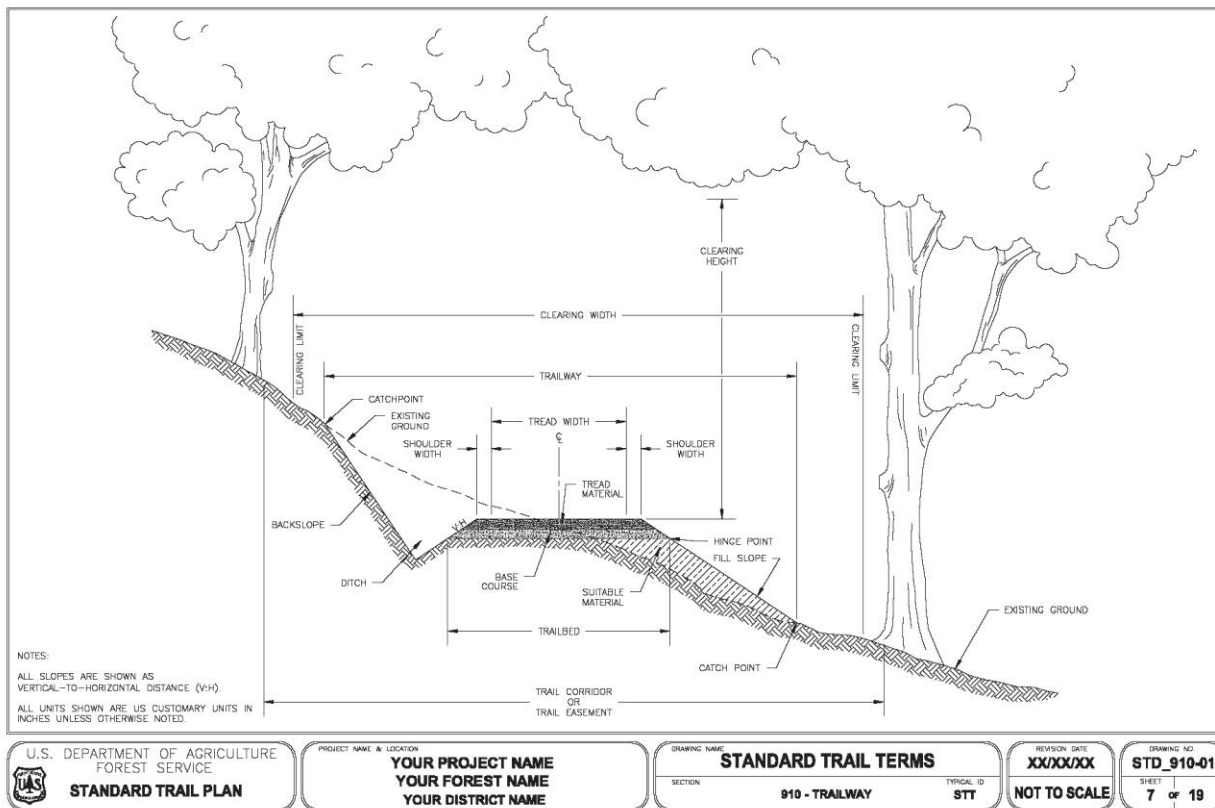
Existing Road
↓

←
2.8 Mt Moriah to
Presidential Trail
882' +/-

↓
Existing
Presidential
Trail

White Rocks Trail System – 2024

The following plans are made available for reference only on the trail building and to provide guidance to the project. Plans are from the U.S. Department of Agriculture Forest Service and are to be used as reference for the project.



White Rocks Trail System – 2024

TYPICAL TRAIL CROSS SECTIONS

A FULL BENCH SECTION
 8 INCHES SHOULDER WIDTH
 TREAD WIDTH
 SHOULDER WIDTH
 ABOVE 30% SIDESLOPE
 SLOPE ROUNDING IN COMMON MATERIAL
 6 INCHES
 SEE SECTION 912 CLEARING LIMITS FOR DISPOSAL TYPE
 20 FT

B BALANCED SECTION
 8 INCHES SHOULDER WIDTH
 TREAD WIDTH
 SHOULDER WIDTH
 6 INCHES TO 29% SIDESLOPE
 SLOPE ROUNDING IN COMMON MATERIAL
 BACKFILL WITH SUITABLE MATERIAL
 6 INCHES
 SEE SECTION 912 CLEARING LIMITS FOR DISPOSAL TYPE
 20 FT

C FLAT SECTION
 SHOULDER WIDTH
 TREAD WIDTH
 SHOULDER WIDTH
 0 INCHES TO 5% SIDESLOPE

TYPICAL TRAIL TREAD AND SHOULDER WIDTH

TYPICAL ID	SECTION TYPE	TREAD FINISH	TREAD WIDTH	SHOULDER WIDTH UPHILL	SHOULDER WIDTH DOWNHILL	COMMENTS
TSF-1	B	T1	24 IN	12 IN	12 IN	HIKING USE
TSF-2	A	T2	18 IN	6 IN	6 IN	MOUNTAIN BIKE USE
TSF-3	C	T2	48 IN	12 IN	12 IN	OHV USE

TREAD CROSS SLOPE

TYPICAL ID	OUTSLOPE	INSLOPE	CROWNED SECTION	COMMENTS
TCS-1	3%	NA	NA	TYPICAL UNLESS OTHERWISE STAKED

SLOPE AND TRAILBED FINISH

TREAD FINISH	ROOTS	LOOSE ROCK	EMBEDDED ROCK	COMMENTS
T1	1	1	1	
T2	3	3	3	TRAIL CLASS 4
T3				
T4				
T5				
T6				

TRAILBED AND SLOPE FINISH

SLOPE FINISH
 REMOVE ROOTS THAT PROTRUDE FROM THE BACKSLOPE WITH DIAMETERS GREATER THAN SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.

TRAILBED FINISH
 REMOVE LOOSE ROCK ON THE TRAILBED WITH A DIMENSION GREATER THAN SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.
 REMOVE OR REDUCE EMBEDDED ROCK THAT PROTRUDES MORE THAN THE DIMENSIONS SHOWN IN THE SLOPE AND TRAILBED FINISH TABLE.

NOTES:
 1. SLASH CONSISTS OF LOGS, LIMBS, BRUSH, AND ROCKS PLACED RANDOMLY IN A WAY TO CATCH SEDIMENT MOVEMENT.
 2. LIMB ALL TREES AND SHRUBS AND TAMP SLASH INTO GROUND SO THAT 80% OF SLASH IS IN CONTACT WITH THE GROUND.

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION: **YOUR PROJECT NAME**
YOUR FOREST NAME
YOUR DISTRICT NAME

DRAWING NAME: **TYPICAL CROSS SECTION & SLOPE FINISH**
 SECTION: **911 - TREAD AND PRISM** TYPICAL ID: **TR1**

REVISION DATE: **XX/XX/XX** DRAWING NO: **STD 911-01**
 NO SCALE SHEET: **8** OF **19**

TYPICAL RETAINER TYPE

RETAINER TYPE	MATERIAL	SIZE	SPECIES/ GRADE	PRESERV. TYPE	JOINT TYPE	COMMENTS
R1	ROCK					
R2a	LOG	8 IN	OAK	NA	L1	USE LOCAL NATIVE TREES
R2b	LOG					
R2c	LOG					
R3a	SAWN TIMBER	6X6	SP/#2	P1	L2	
R3b	SAWN TIMBER					
R3c	RAIL ROAD TIES					
	X					
	X					
	X					
	X					

TYPICAL BUTT JOINT (L1)

8 INCH MINIMUM
 1/4 INCH GAP MAXIMUM
 2-20# RING SHANK NAILS
 TOP LOG SHALL BE SCRIBED TO LOWER LOG WHEN SPECIFIED
 DRAIN CUT DEPTH AS NEEDED

TYPICAL LAP JOINT (L2)

6 INCH MINIMUM
 2X T
 1/2 T
 DRAIN CUT DEPTH AS NEEDED

TYPICAL SCAFF JOINT (L3)

6 INCH MINIMUM
 T
 T
 30°
 DRAIN CUT DEPTH AS NEEDED

TYPICAL ROCK SPACING

1/2 INCH MAXIMUM
 TREAD
 1/2/3 EMBED

NOTES:
 1. PRE-DRILL HOLES FOR REBAR TO PREVENT SPLITTING OF LOGS OR SAWN TIMBERS. RECESS END OF REBAR 1/2 INCH BELOW TOP OF TIMBER.
 2. PLACE REBAR, ANCHOR BOLT OR STAKE 6 INCHES FROM EACH END OF TIMBER WITH MAXIMUM SPACING OF 36 INCHES. FOR STACKED RETAINERS STAGGER JOINTS 24 INCHES MINIMUM.
 3. COMPACT BACKFILL IN 8 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
 4. ALL FIELD DRILLED HOLES AND CUTS SHALL BE FIELD TREATED.
 5. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.

PRESERVATIVE TREATMENT - (REFER TO AWPA USE CATEGORY SYSTEM)			
PRESERVATIVE TYPE	TREATMENT TYPE	USE CATEGORY	COMMENTS
P1	WB	UC4A	X
P2	WB	UC3B	
P3	XX	XXXX	

TREATMENT TYPE		USE CATEGORY	
WB = WATERBORNE	OT = OIL-BORNE	UC3B = ABOVE GROUND	UC4A = GROUND CONTACT
		UC4B = ABOVE GROUND	UC4C = GROUND CONTACT
			UC4D = GROUND CONTACT

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION: **YOUR PROJECT NAME**
YOUR FOREST NAME
YOUR DISTRICT NAME

DRAWING NAME: **TYPICAL RETAINERS**
 SECTION: **911 - TREAD AND PRISM** TYPICAL ID: **TR1**

REVISION DATE: **XX/XX/XX** DRAWING NO: **STD 911-03**
 NO SCALE SHEET: **9** OF **19**

White Rocks Trail System – 2024

EXISTING TRAIL RESTORATION

TYPICAL ID	SECTION TYPE	TREAD WIDTH	SHOULDER WIDTH UPHILL	SHOULDER WIDTH DOWNHILL	COMMENTS
ETR-1	ALL	48 IN	12 IN	12 IN	OHV USE
ETR-2	B	24 IN	12 IN	12 IN	HIKING USE

NOTES:

- RE-ESTABLISH ORIGINAL DRAINAGE STRUCTURES TO MATCH NEW TREAD SURFACE.
- INSTALL CHECK DAMS, DRAINAGE DIPS OR OTHER DRAINAGE STRUCTURES WHEN SPECIFIED.
- DRAINAGE DIPS WILL BE STAKED IN THE FIELD WHEN REQUIRED AND WILL BE PAID SEPARATELY UNDER SECTION 927.
- USE ONLY SUITABLE MATERIAL TO CONSTRUCT RESTORED TRAIL PRISMS. DISPOSE OF UNSUITABLE MATERIAL AS SHOWN ON PLANS.
- SEEDING, FERTILIZING & MULCHING WHEN REQUIRED WILL BE PAID UNDER SECTION 981.

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION: YOUR PROJECT NAME, YOUR FOREST NAME, YOUR DISTRICT NAME

DRAWING NAME: **EXISTING TRAIL RESTORATION**

SECTION: 911 - TREAD AND PRISM

TYPICAL ID: ETR

REVISION DATE: XX/XX/XX

NO SCALE

DRAWING NO: STD_911-30-01

SHEET: 10 of 19

CLEARING LIMITS - TREES AND LOGS

TYPICAL ID	CLEARING METHOD	CLEARING LIMITS			* LEAVE TREES		CLEAR ZONE		STUMPS MAXIMUM HEIGHT (H)	HAZARD TREE REMOVAL WIDTH (I)	DISPOSAL METHOD	COMMENTS	
		DOWNHILL WIDTH (A)	UPHILL WIDTH (B)	CLEARING HEIGHT (C)	DISTANCE (FEET) (D)	DIAMETER (INCHES) (E)	DOWNHILL WIDTH (F)	UPHILL WIDTH (G)					MAXIMUM OBSTRUCTION HEIGHT (J)
CLT-1	C 1	5 FT	5 FT	8 FT	2 FT	10 IN	24 IN	24 IN	8 IN	9 IN	45 FT	D 3	HIKING USE
CLT-2	C 2	5 FT	5 FT	8 FT	2 FT	10 IN	24 IN	24 IN	8 IN	9 IN	45 FT	D 3	HIKING USE
CLT-3	C 2	10 FT	10 FT	10 FT	5 FT	10 IN	48 IN	48 IN	3 IN	9 IN	45 FT	D 1	OHV USE

CLEARING METHOD

CLEARING TYPE	CLEARING METHOD	COMMENTS
C1	NEW CONSTRUCTION	TREES, PRUNING, & BRUSH
C2	CLEARING LIMIT RESTORATION	TREES, PRUNING, LOGS, BRUSH & MAINTENANCE
C3	TRAIL OPENING	LOGGING OUT, LOOSE ROCK & DRAINAGE CLEARING
C4	HAZARD TREE REMOVAL	ALONG TRAIL CORRIDOR
C5	HAZARD TREE REMOVAL	INDIVIDUAL (AS MARKED)
C6	LOOSE ROCK & ROOT REMOVAL	X
C7	X	X

LEAVE TREES: LEAVE TREES SHOULD BE LIVE, SOUND & UNDEGRADED WITH UNCOMPROMISED ROOT SYSTEMS.

HAZARD TREES: HAZARD TREES ARE TREES THAT ARE STANDING OR LEANING DEAD TREES LARGER THAN 8 INCHES IN DIAMETER AND GREATER THAN 90 FEET IN HEIGHT.

DISPOSAL METHOD

DISPOSAL TYPE	DISPOSAL METHOD	COMMENTS
D1	LOP AND SCATTER OUTSIDE TRAILWAY	X
D2	LOP AND SCATTER ON FILL SLOPE	
D3	PILE AND BURN	
D4	CHIP	
D5	HAUL TO DISPOSAL SITE	
D6	X	

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION: YOUR PROJECT NAME, YOUR FOREST NAME, YOUR DISTRICT NAME

DRAWING NAME: **CLEARING LIMITS-TREES AND LOGS**

SECTION: 912 - CLEARING LIMITS

TYPICAL ID: CLT

REVISION DATE: XX/XX/XX

NO SCALE

DRAWING NO: STD_912-01

SHEET: 11 of 19

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CLEARING LIMITS - BRUSHING

TYPICAL ID	CLEARING METHOD	BRUSHING LIMITS			MOWING LIMITS		DISPOSAL METHOD	COMMENTS
		UPHILL WIDTH (J)	DOWNHILL WIDTH (K)	CLEARING HEIGHT (L)	UPHILL WIDTH (M)	DOWNHILL WIDTH (N)		
CLB-1	C 9/10	5 FT	5 FT	8 FT	24 IN	24 IN	D 1	HIKING USE
CLB-2	C 9/10	10 FT	10 FT	10 FT	48 IN	48 IN	D 1	DHV USE

CLEARING METHOD

CLEARING TYPE	CLEARING METHOD	COMMENTS
C9	BRUSHING	X
C10	MOWING	
C11	X	

DISPOSAL METHOD

DISPOSAL TYPE	DISPOSAL METHOD	COMMENTS
D1	LOP AND SCATTER OUTSIDE TRAILWAY	X
D2	LOP AND SCATTER ON FILL SLOPE	
D3	PILE AND BURN	
D4	CHIP	
D5	HAUL TO DISPOSAL SITE	
D6	X	

STANDARD TRAIL PLAN

PROJECT NAME & LOCATION

YOUR PROJECT NAME

YOUR FOREST NAME

YOUR DISTRICT NAME

DRAWING NAME

CLEARING LIMITS - BRUSHING

SECTION **912 - CLEARING LIMITS**

REVISION DATE

XX/XX/XX

NO SCALE

DRAWING NO

STD_912-02

SHEET **12** of **19**

SURFACING SECTIONS

TYPICAL ID	SECTION TYPE	TREAD WIDTH	SHOULDER WIDTH		GEOTEXTILE TYPE	BASE COURSE		SURFACE COURSE		COMMENTS
			UPHILL	DOWNHILL		TYPE	DEPTH	TYPE	DEPTH	
TSS-1	B	24 IN	12 IN	12 IN	YES	B 1	6	S 2	6 IN	HIKING USE—GEOTEXTILE—NON—WOVEN
TSS-2	A	18 IN	6 IN	6 IN	NA	B 1	6	S 2	6 IN	MOUNTAIN BIKE USE
TSS-3	C	48 IN	12 IN	12 IN	NA	B 1	6	S 2	6 IN	OHV USE

N/A WHEN NOT APPLICABLE

A OUTSLOPED SECTION

BASE COURSE MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
B1	PITRULIN	3" MINUS	NATIVE MATERIAL SOURCE
B2	AGGREGATE	X	
B3	X	X	

SURFACE COURSE MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
S1	PITRULIN	X	X
S2	AGGREGATE	3" MINUS	COMMERCIAL SOURCE
S3	CLAY	X	
S4	WOODCHIPS	X	
S5	X	X	

B EXCAVATED SECTION

C RAISED SECTION

NOTE:
 1. REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.
 2. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.

STANDARD TRAIL PLAN

PROJECT NAME & LOCATION

YOUR PROJECT NAME

YOUR FOREST NAME

YOUR DISTRICT NAME

DRAWING NAME

TYPICAL SURFACING SECTIONS

SECTION **913 - SURFACING**

REVISION DATE

XX/XX/XX

NO SCALE

DRAWING NO

STD_913-01

SHEET **13** of **19**

White Rocks Trail System – 2024

ROCK FOUNDATIONS

TYPICAL ID	SECTION TYPE	GEOTEXTILE TYPE	FOUNDATION		RETAINER*		COMMENTS
			DEPTH	WIDTH	IN-FILL MATERIAL TYPE	TYPE	
RKF-1	C	G1	12 INCH	36 IN	FM3	R30	X

N/A WHEN NOT APPLICABLE
*FOR TYPICAL RETAINERS SEE SHEET STD_911-03

A EXCAVATED SECTION

B RAISED SECTION

C RETAINER SECTION

NOTE:

- REMOVE AND DISPOSE OF DUFF AND TOP ORGANIC LAYERS DOWN TO MINERAL SOIL.
- COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
- OVERLAP GEOTEXTILE A MINIMUM OF 12 INCHES AT CENTER AND AT ENDS.
- A 6 INCH MINIMUM COVER IS REQUIRED OVER ALL GEOTEXTILE AND GEODCELL FOUNDATIONS.

GEOTEXTILE TYPE

TYPE	MATERIAL	COMMENTS
G1	NON-WOVEN	X
G2	WOVEN	
G3	X	

TYPE	MATERIAL	ROCK SIZE	GRADATION %	COMMENTS
FM1	AGGREGATE	1 INCH MINUS	X	
FM2	COARSE AGGREGATE	3 INCH MINUS	X	
FM3	ROCK	3 TO 6 INCH	X	GABION ROCK
FM4	ROCK	4 TO 8 INCH	X	
FM5	HEAVY ROCK	8 INCH PLUS	X	
FM6	X	X	X	

STANDARD TRAIL PLAN

PROJECT NAME & LOCATION

YOUR PROJECT NAME

YOUR FOREST NAME

YOUR DISTRICT NAME

DRAWING NAME

ROCK FOUNDATIONS

SECTION: **918 - FOUNDATIONS**

TYPICAL ID: **RKF**

REVISION DATE

XX/XX/XX

NO SCALE

DRAWING NO

STD_918-10-01

SHEET **14** OF **19**

STANDARD CULVERT

TYPICAL ID	GEOTEXTILE TYPE	BEDDING		CULVERT		RETAINER*		COMMENTS
		TYPE	TYPE	MITERING (A) (B)	TYPE			
SCV-1	NA	B1	C2	NA	NA	R20		

N/A WHEN NOT APPLICABLE
*FOR TYPICAL RETAINERS SEE SHEET STD_911-03

END VIEW

ELEVATION VIEW

CULVERT TYPE

TYPE	MATERIAL	COMMENTS
C1	CMP - GALV	X
C2	HDPE	
C3	PLASTIC	
C4	ALUMINUM	
C5	CONCRETE	
C6	X	

NOTE:

- COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
- NO ROCKS LARGER THAN 1 1/2 INCHES WITHIN 12 INCHES OF PIPE.

BEDDING MATERIAL TYPE

TYPE	MATERIAL	GRADATION	COMMENTS
B1	PITRUN	3" MINUS	NATIVE MATERIAL
B2	AGGREGATE	X	
B3	X	X	

STANDARD TRAIL PLAN

PROJECT NAME & LOCATION

YOUR PROJECT NAME

YOUR FOREST NAME

YOUR DISTRICT NAME

DRAWING NAME

STANDARD CULVERT

SECTION: **921 - CULVERTS**

TYPICAL ID: **SCV**

REVISION DATE

XX/XX/XX

NO SCALE

DRAWING NO

STD_921-10-01

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White Rocks Trail System – 2024

DRAIN DIP SECTION

TYPICAL ID	DRAIN DIP TYPE	GEOTEXTILE TYPE	SKEW	SURFACE COURSE		ROCK SPILLWAY	COMMENTS
				TYPE	DEPTH		
DD1-1	DD1	NA	30 DEG	S 1	6 IN	NA	

N/A WHEN NOT APPLICABLE
 ***FOR ROCK SPILLWAY SEE SHEET STD_923-10-01

NOTES:
 1. DRAIN DIPS WILL BE STAKED IN THE FIELD.
 2. ROCK SPILLWAY SLOPE SHALL BE THE SAME AS THE CONSTRUCTED FILL SLOPE.

TYPE	MATERIAL	COMMENTS
G1	NON-WOVEN	
G2	WOVEN	
G3		

TYPE	MATERIAL	GRADATION	COMMENTS
S1	PITBLIN	1" MINUS	NATIVE MATERIAL
S2	AGGREGATE	X	
S3	X	X	

DRAIN DIP TYPE	% PROFILE GRADE	L1	L2	L3	(+)	(-)
DD1	0 TO 4	20 FT	10 FT	20 FT	12 IN	NA
DD2	5 TO 6					
DD3	7 TO 8					
DD4	9 TO 10					
DD5	X					

OVER 10% NOT RECOMMENDED
 H = Q OF TREAD

SHEET 1 OF 2

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME DRAIN DIP</p> <p>SECTION 927 - DRAIN DIPS</p>	<p>REVISION DATE XX/XX/XX</p> <p>NO SCALE</p>	<p>DRAWING NO. STD_927-10-01</p> <p>SHEET 16 of 19</p>
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SHEET 2 OF 2

<p>U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION YOUR PROJECT NAME YOUR FOREST NAME YOUR DISTRICT NAME</p>	<p>DRAWING NAME DRAIN DIP DETAILS</p> <p>SECTION 927 - DRAIN DIPS</p>	<p>REVISION DATE XX/XX/XX</p> <p>NO SCALE</p>	<p>DRAWING NO. STD_927-10-02</p> <p>SHEET 17 of 19</p>
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White Rocks Trail System – 2024

REASSURANCE MARKER

TYPICAL ID	REASSURANCE MARKER TYPE	BLAZE(R)		SUPPORT			COMMENTS
		LOCATION	LOCATION	TYPE	SIZE	QUANTITY	
RSM-1	TB-1	R	BOTH	TR	NA	NA	HIKING USE—EVERY 200 FT
RSM-2	TB-2	R	BOTH	TR	NA	NA	OHV USE—EVERY 500 FT

REASSURANCE MARKER LOCATION ON TRAIL

L	LEFT SIDE
R	RIGHT SIDE
BOTH	BOTH SIDES

BLAZE(R) LOCATION ON SUPPORT

FR	FRONT SIDE
BA	BACK SIDE
BOTH	BOTH SIDES

SUPPORT TYPE

TR	TREE
WP	WOOD POST
SP	STEEL POST
FP	FLEXIBLE POST

NOTES:

- REFER TO "EM-7100-15 SIGN AND POSTER GUIDELINES, FOR THE "FS" FOR SIGN SPECIFICATIONS, MATERIALS, AND PLACEMENT.
- CUT BLAZE NO DEEPER THAN NECESSARY FOR CLEAR VISIBILITY. CUT ON BOTH SIDES, VISIBLE FROM BOTH DIRECTIONS.
- REFER TO EM 7100-15 FOR BLAZER COLOR.

<p>STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION</p> <p>YOUR PROJECT NAME</p> <p>YOUR FOREST NAME</p> <p>YOUR DISTRICT NAME</p>	<p>DRAWING NAME</p> <p>REASSURANCE MARKERS</p> <p>SECTION 953 - REASSURANCE MARKERS</p>	<p>REVISION DATE</p> <p>XX/XX/XX</p> <p>NO SCALE</p>	<p>DRAWING NO.</p> <p>STD-953-01</p> <p>SHEET 18 OF 19</p>
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APPLICATION OF SEED, FERTILIZER & MULCH

NOTE: CONTRACTOR SHALL SEED, FERTILIZE AND MULCH ANY DISTURBED AREA THAT WAS CAUSED BY CONTRACTORS OPERATION, OUTSIDE SEEDING, FERTILIZING AND MULCHING LIMITS. THIS WORK SHALL BE INCIDENTAL TO SEEDING, FERTILIZING AND MULCHING.

TYPICAL ID	APPLICATION TYPE	SEEDING TYPE	FERTILIZING TYPE	MULCHING TYPE	APPLICATION SEASON	APPLICATION METHOD	TOTAL NO. APPLICATIONS
SMF-1	A	S 1	NA	NA	FALL	H	1

APPLICATION METHOD: H = HAND SPREAD M = MECHANICAL SPREAD

SEEDING TYPE	SPECIES OR SEED MIXTURE	PURITY	GERMINATION	APPLICATION RATE (LB/ACRE)	WEED CONTENT	CROP SEEDS	INERT MATTER	ORIGIN
S1	NATIVE	95 %	95 %	1 LB/ACRE	>0.1%	25 %	75 %	COMM
S2								
S3								
S4								
S5								
S6								

ALL SEED TO BE CERTIFIED WEED FREE

FERTILIZING TYPE	APPLICATION RATE (LB/ACRE)	NUTRIENT			NO. OF APPLICATIONS
		NITROGEN, N	PHOSPHORUS, P2O5	POTASSIUM	
F1	X	X %	X %	X %	X
F2					
F3					

MULCHING TYPE	TYPE	APPLICATION RATE (TONS/ACRE)
M1	X	X
M2		
M3		

ALL MULCHING MATERIAL TO BE CERTIFIED WEED FREE

APPLICATION TYPE

A SEEDING	D SEEDING AND FERTILIZING
B SEEDING & MULCHING	E MULCHING
C SEEDING, FERTILIZING AND MULCHING	F EROSION CONTROL BLANKET

<p>STANDARD TRAIL PLAN</p>	<p>PROJECT NAME & LOCATION</p> <p>YOUR PROJECT NAME</p> <p>YOUR FOREST NAME</p> <p>YOUR DISTRICT NAME</p>	<p>DRAWING NAME</p> <p>SEEDING, FERTILIZING AND MULCHING</p> <p>SECTION 961 - SEEDING, FERTILIZING AND MULCHING SMF</p>	<p>REVISION DATE</p> <p>XX/XX/XX</p> <p>NOT TO SCALE</p>	<p>DRAWING NO.</p> <p>STD-961-01</p> <p>SHEET 19 OF 19</p>
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**ORDINANCE NUMBER 1395
SUPPLEMENTAL BUDGET APPROPRIATION #2 FOR 2024**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2024:

FUND 0101 GENERAL FUND

Fire Department – Equipment \$ 142,000.00

Source of Revenue: Fire Truck Reserve

Section 2. This Ordinance is for the support and maintenance of the municipal government of said City of Deadwood, South Dakota, and its existing public and shall take effect immediately upon publication.

CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading: February 20, 2024
Second Reading: March 4, 2024
Published: March 7, 2024
Adopted: March 7, 2024

ORDINANCE #1396

AN ORDINANCE GRANTING TO MIDCONTINENT COMMUNICATIONS, A SOUTH DAKOTA GENERAL PARTNERSHIP, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG AND ACROSS THE PRESENT AND FUTURE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES, HIGHWAYS, EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE CITY OF DEADWOOD, SOUTH DAKOTA AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, POLES, LINES, CABLES, WIRES, MANHOLES, AND ALL OTHER FIXTURES AND EQUIPMENT NECESSARY FOR THE MAINTENANCE AND OPERATION IN THE CITY OF A CABLE TELEVISION SYSTEM, FOR THE PURPOSE OR TRANSMISSION AND DISTRIBUTION OF AUDIO, VISUAL, ELECTRONIC AND ELECTRICAL SIGNALS, AND OTHER ELECTRONIC IMPULSES IN ORDER TO FURNISH TELEVISION AND RADIO PROGRAMS AND VARIOUS OTHER COMMUNICATION SERVICES TO THE PUBLIC, FOR A PERIOD OF TEN (10) YEARS REGULATING THE SAME, AND PROVIDING FOR COMPENSATION TO THE CITY.

BE IT ORDAINED by the City Commission of the City of Deadwood that, pursuant to SDCL Ch. 9-19, the Deadwood Ordinances be modified to read as follows,

SECTION I - TITLE

This Ordinance shall be known and may be cited as the "Midcontinent Cable Television Ordinance" and is sometimes referred to as the "franchise"

SECTION II - DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory.

1. "Basic Cable Service" means the service tier which includes the retransmission of local television broadcast signals and public, educational, and governmental access channels.
2. "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, (codified at 47 U.S.C. §§521-611 ([1982 & Supp. V. 1987])), as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, and the *Telecommunications Act of 1996*, Pub. L. No. 104-104 (1996) as it may, from time to time, be amended.

3. “Cable service or services” means (A) the one-way transmission to subscribers of (i) video programming or (ii) other programming service; and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable service as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(6).
4. “Cable system or system” means any facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed or used to provide cable services which includes video programming, and which is provided to multiple subscribers within the City, but such term does not include:
1. A facility that serves subscribers without using any right-of-ways;
 2. A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. §541(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; or
 3. Any facilities of any electric utility used solely for operating its electric utility systems.
5. "City" or "Grantor" is the City of Deadwood, South Dakota.
6. "Commission" is the City Commission of Deadwood, South Dakota.
7. “Facility” or “facilities” means Grantee’s wires, cables, towers, poles, communication attachments, fibers, equipment facilities, wireless communications facilities, and other component parts utilized to provide cable service and/or video programming to be installed or located in, along, over, upon, under, or through the right-of-ways by Grantee.
8. "FCC" shall mean Federal Communications Commission.
9. “Gross revenue” means any and all revenue in whatever form from any source received by Grantee or an affiliate of Grantee that would otherwise be subject to the payment of franchise fees pursuant to the provisions of 47 U.S.C. §542 derived from the operation of the cable system to provide cable service within the City. Gross revenues shall include, but are not limited to, all revenue received from basic and expanded basic, pay cable, digital services, high definition services, digital video recorder, video on-demand, and converter rentals. The term does not include any taxes or fees on cable services furnished by Grantee and imposed directly upon any subscriber, nonsubscriber, or user by federal, state, or local law and collected by grantee on behalf of such governmental unit, or amounts collected from subscribers for public, educational, and/or governmental access.

1. Gross revenues does not include any revenue which cannot be collected by Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in gross revenues for the collection period.

2. The term does not include revenue received from advertising, home shopping service commissions, leased access and service charges, including, but not limited to, installation, disconnection, repair, or other similar service charges.

3. It is understood that over the term of a franchise, Grantee may provide new services that are classified as cable services under a franchise and federal law. The parties anticipate and agree that such services shall be subject to franchise fees under this chapter and a franchise without any further amendment or other action by the parties hereto.

THIS NEW DEFINITION OF “GROSS REVENUE SHALL BE EFFECTIVE ON THE FIRST DAY OF THE MONTH FOLLOWING NINETY (90) DAYS AFTER THE EFFECTIVE DATE OF THE FRANCHISE.

10. "Person" is any person, firm, partnership, association, corporation or organization of any kind and any other legally recognized entity.

11. "Grantee" is Midcontinent Communications (“Midcontinent”) or anyone who succeeds Midcontinent in accordance with the revisions of this Ordinance.

12. “Right-of-way” or “right-of-ways” means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, or any public easement or right-of-ways now or hereafter held by the City which shall, within its proper use and meaning, entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a system.

13. “Service area” means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

14. “Subscribers” are those persons to receive cable television reception services furnished under this ordinance by Grantee.

SECTION III - GRANT OF NON-EXCLUSIVE AUTHORITY

There is hereby granted by the City to the Grantee, and to its successors, assigns or designees, the non-exclusive franchise and right to erect, maintain, and, construct facilities and to operate a cable system in the City for the purposes of offering cable service. The Grantee may utilize the right-of-ways within the City for the operation of a cable system providing cable service, subject to the requirements of this ordinance and all other applicable codes, laws, and regulations, both state and federal. This franchise shall be for a period of ten (10) years, commencing from and after the effective date of this Ordinance.

As a condition of use of the right-of-ways, every Grantee, at its sole cost and expense shall indemnify and hold harmless City for all damages and penalties as a result of the exercise of this franchise as described in XXIII of this Ordinance.

SECTION IV - COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

1. The Grantee shall, during the term hereof, except in those areas which have been preempted by the Acts, Laws and regulations of the Government of the United States, be subject to all lawful exercise of the regulating and police powers of the City.
2. Grantee shall not, as to rates and charges, make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage. This section shall not be construed to prohibit promotional or bulk discounts, or discounts that may be made available to seniors or the economically disadvantaged.
3. Grantee agrees to comply with the provisions of the Communications Act of 1934, § 631(a), (a)(1)(A-E), as amended, 47 U.S.C.A. § 551(a), (a)(1)(A-E).

SECTION V - TERRITORIAL AREA INVOLVED

1. This Ordinance relates to the present territorial limits of the City and to any area annexed thereto during the term of this Ordinance. (“Service Area”)
2. Grantee may, but shall not be required to, serve areas or individual homes adjoining, but outside the City limits and that may be served from its existing facilities. Grantee may negotiate directly with such customers the amount to be charged for the bringing of the service to the customer.
3. Services provided by the Grantee under this franchise shall be made available to all points within the Service Area during the term of this franchise under the following conditions:

- a. Whenever the Grantee shall receive a request for service from at least 30 residences within 1,320 cable-bearing strand feet (one-quarter mile) of its trunk or distribution cable, it shall extend the Cable System to such Subscribers at no cost to said Subscribers for the extension, other than the usual connection fees for all Subscribers, provided that such Cable System extension is technically feasible and provided such an extension will not adversely affect the operation, financial condition, or market development of the Cable System or as provided for under subsection B, below.
- b. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as Subscriber's request to locate his cable drop underground in an area where other installations is done in an aerial manner or a distance of greater than 200 feet from the distribution cable to the connection of service to Subscriber, or a density of less than 30 residences per 1,320 cable-bearing strand feet (one-quarter mile) of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of materials, labor, and access to easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in an area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1,320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals 30 residences. Subscribers who request service hereunder may bear the remainder of the construction and other cost on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction to be borne by such potential Subscribers be paid in advance.

SECTION VI - TECHNICAL STANDARDS

Grantee shall be governed by technical standards established by the FCC and is responsible for ensuring that its system is designed, installed, and operated in a manner that fully complies with applicable FCC rules including Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time.

SECTION VII - OPERATION AND MAINTENANCE OF SYSTEM

1. Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest possible time. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during minimal use of the system.
2. All service requests and complaints should be responded to within twenty-four (24) hours of receipt.

SECTION VIII - SAFETY REQUIREMENTS

The Grantee shall, at all times, employ ordinary care and shall use and maintain commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries or nuisances to the public.

SECTION IX – BUILD-OUT - NEW DEVELOPMENTS

The City shall agree to amend this franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity to more effectively, efficiently or economically serve its subscribers. Provided, however, that this section shall not be construed to require the City to make any amendment or to prohibit it from unilaterally changing its policy stated herein.

With regards to build-outs for new developments;

- (a) Subject to the line extension provisions of SECTION V, Grantee shall extend cable service to all areas of the City with a density of 30 homes per mile at no cost for cable system extension other than the standard installation fees charged to all subscribers, and in accordance with its franchise and consistent with the rules and guidelines of the FCC.
- (b) In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give all Grantees at least 14 days' written notice to Grantees of the construction or development, and of the particular date on which open trenching will be available for Grantee's installation of conduit and/or cable. Grantee shall provide specifications as needed for trenching.
- (c) Should the Grantee determine that line extension is economically unfeasible, the Grantee and the developer agree to negotiate in good faith toward an equitable agreement. If the Grantee and the developer arrive at impasse, disputes over the extension shall be mediated by the City Commission 30 days after receipt of written request by either party.

SECTION X - LIMITATIONS ON RIGHTS GRANTED

1. All facilities, including transmission and distribution structures, lines, and equipment, erected by the Grantee within the City shall be maintained and located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places, and said facilities, including poles or towers, shall be removed by Grantee whenever the City reasonably finds that the

same restricts or obstructs the operation or location of any future streets or public places in the City of Deadwood, South Dakota.

2. All facilities, including transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with any installations of the City or of a public utility serving the City, or to interfere with new improvements the City may deem proper to make.
3. In the maintenance and operation of Grantee's cable system in the City right-of-ways, and in the course of any new construction or addition to their facilities, Grantee shall proceed so as to cause the least possible inconvenience to the general public: any opening or obstruction in the streets or other public places made by Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boarding's, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning indicators.
4. All work in any way necessitated by the business of Grantee which may involve the disturbing, damaging, opening, excavating, breaking up or tearing up of a portion of a City right-of-way, including street, sidewalk or other part of any City-owned or City-controlled property, shall at the option of the City be done by the City at the expense of Grantee. Prior to any excavation, opening, disturbing, breaking or tearing up of any right-of-way, Grantee shall notify the City and obtain any necessary permits and post any necessary bonds except where a bona fide emergency exists. Grantee agrees to retroactively apply for the proper permits in those instances where emergency excavation was conducted. In the event the City does not exercise its option, in case of disturbance, damaging, opening, excavating, breaking or tearing up of any City right-of-way, including street, sidewalk, alley, public way, or paved area, the Grantee shall at its own expense and in a manner approved by the City, replace and restore such right-of-way, street, sidewalk, alley, public walk, or paved area in as good as condition as before the work involving such disturbance was done. Grantee shall not be required to pay a fee for street openings.
5. If at any time during the period of this Ordinance the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley, or other public way, the Grantee, upon reasonable notice by the City, shall remove, relay and relocate its facilities, including poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.
6. All installations of facilities and other equipment shall be in accordance with good engineering practices, and of sufficient height to comply with all existing City regulations, ordinances and state laws so as not to interfere in any manner with the right of the public or individual property owner, and any equipment in a public way or public place shall not interfere with the usual travel on such public

- way or usual use of such public place by the public and, during the construction, repair or removal thereof, shall not unduly obstruct or impede traffic.
7. The Grantee shall, on the request of (1) any person holding a building moving permit issued by the City, (2) any person holding a lawful over-size or over-height permit issued by the City or issued by an appropriate agency, (3) or any person who wishes to remove trees or structures from their property, shall temporarily raise or lower its wires to permit the moving of buildings or other oversized objects or to permit tree removal. The expense of such temporary or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. In no event shall City pay such expense. The Grantee shall be given not less than fourteen (14) days advance notice to arrange for such temporary wire changes.
 8. Subject to all provisions of Deadwood City Ordinance Ch. 12.40 “Trees and Landscaping Standards”, the Grantee shall have the authority to trim trees that are overhanging the streets, alleys, sidewalks and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the expense of the Grantee, provided that Grantee has been first notified to perform such trimming and has unreasonably refused to do so. Trimming shall be done in accordance with any city requirements regarding such trimming.
 9. In those areas within the City where a cable system offering cable service is currently placed underground, all facilities shall remain or be placed underground. In all sections of the City where the City designates an area where all presently above ground services are to be placed underground, the Grantee shall place its wires underground on the same time schedule and on the same conditions that are applicable to the providers of other above ground services in the designated areas and at no cost to the City.
 10. The Grantee shall not allow its cable or other operations to interfere with television receptions of persons not served by the Grantee.
 11. Grantee shall, at its expense, protect, support, temporarily disconnect, relocate on the same right-of-way or public place, or remove from the right-of-way or public place, any installation, facility, or property of Grantee when required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of the street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other types of structures or improvements by governmental agencies when acting in a governmental or proprietary capacity, or other structure of public improvement; provided, however, that Grantee shall in all cases have the privilege to abandon any property of Grantee in place as hereinafter provided.

12. In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system or property has been installed in any street or public place without complying with the requirements of this Ordinance, or the rights granted hereunder have been terminated, canceled or have expired, Grantee shall, subject to the rights of the City to lawfully acquire or transfer the system, promptly remove all installations, facilities, wires, etc., and cable system from the City right-of-ways and public places other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly restore the right-of-ways, public place or other area from which said facility or property has been removed to a condition satisfactory to the City.
13. Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City, transferring to the City the ownership of such property.

SECTION XI - OWNERSHIP AND REMOVAL OF FACILITIES

Notwithstanding anything to the contrary in Section X, upon termination of a franchise, Grantee or its successors and assigns shall retain ownership of the cable system and shall be entitled at its option and expense to remove the cable system from all right-of-ways, private property, or to abandon said cable system. Should Grantee elect to remove the cable system, it is obligated to restore all property to its prior condition. If Grantee fails to restore the property satisfactorily, the City may complete the work and Grantee shall reimburse the City within 90 days of receipt of an itemized bill for such work.

Except as otherwise agreed in writing at the time of installation, all facilities for cable services installed by Grantee at a subscriber's location shall remain the property of Grantee and Grantee shall have the right to remove said cable and equipment at its sole cost and expenses and is obligated to restore all property to its prior condition. Grantee shall have the right, at any time, to disclaim any further ownership rights to the interior wiring and the subscriber. Once such a notice is given, the interior wiring and any equipment or fitting specified in the notice shall become the property of the subscriber without any payment obligations on the part of the subscriber. Provided, however, the Grantee shall have the right, when it is providing service to the premises, to use said interior wiring and specified equipment without charge. Upon termination of service to any subscriber, the Grantee shall, subject to Federal regulations, promptly remove all its above ground facilities and equipment from the premises of such subscriber upon his request, except the service drop pedestal.

SECTION XII - ASSIGNMENT OF ORDINANCE

The Grantee shall not assign rights obtained under this Ordinance to another person without prior approval of the City Commission, which approval shall not be unreasonably

withheld. This provision shall not apply to assignment of rights to a parent, subsidiary or affiliate of the Grantee.

SECTION XIII - DURATION AND RENEWAL OF ORDINANCE

The rights granted to the Grantee herein shall, except as provided in this Section, terminate ten (10) years from the effective date of this Ordinance which Ordinance shall be subject to renewal pursuant to the provisions of the Cable Act, as amended, applicable to new ordinances that are in the nature of a franchise. Pending final completion of renewal proceedings, the Ordinance shall remain in effect even if the original ten (10) year term has expired.

The City and grantee, by mutual consent, may enter into renewal negotiations at any time during the term of a franchise.

If this Ordinance is not renewed, or if it is revoked for cause by the City, the transfer of Grantee's system shall be governed by Section 627 of the Cable Communications Policy Act of 1984, as amended.

SECTION XIV - ERECTION, REMOVAL AND COMMON USE OF POLES

1. There is hereby granted to the extent that the City is authorized to so do, the right and authority to Grantee to lease, rent, or in any other manner obtain the use of towers, poles, lines, cables, and other equipment and facilities from the City and all other holders of public licenses and franchises within the corporate limits of the City, to use such towers, poles, lines, cables and other equipment and facilities, subject to all existing and future ordinances and regulations of the City.
 - a. Grantee, in consideration for this franchise, hereby acknowledges and agrees that City does not warrant the condition of any poles, facilities, equipment, or any other attachment to any poles, including anchors or guy-wires, or other pole supports, or the premises surrounding such poles as to its safety whatsoever, and Grantee hereby assumes all risk of any damage, injury, or loss of any nature whatsoever caused by or in connection with the use of said poles, facilities, and equipment on such poles, or the premises surrounding said poles, and Grantee agrees to indemnify, defend, and protect and hold City harmless in connection with Section XXIII of this Ordinance.
 - b. In the event that any pole of City to which Grantee desires to make an attachment of its facilities is inadequate to support Grantee's facilities, Grantee must cause the pole and current attachments thereto to be properly guyed and anchored. Whether a pole is inadequate to support Grantee's facilities must be determined by Grantee prior to attachment and it shall be Grantee's sole responsibility reinstall, guy, and/or anchor the pole to support all attachments and facilities on the pole. Grantee agrees to

indemnify and hold harmless City for any damage or injury resulting from Grantee's failure to adequately guy or anchor a pole as set forth in Section XXIII. Any guying, anchoring or strengthening of poles shall be at the expense of Grantee.

It is the stated intention of the City that all other holders of public licenses and franchises within the corporate limits of the City shall cooperate with Grantee to allow Grantee's joint usage of their poles and pole-line facilities whenever possible or wherever such usage does not interfere with the normal operation of said poles and pole-lines so that a number of new or additional poles constructed by Grantee within the City may be minimized. The annual rental for the use of City poles shall be set by the Commission by resolution and separate agreement.

2. No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the City with regard to location, height, type or any other pertinent aspect, which approval shall not be unreasonably withheld. However, no locations of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the City Commission or its designated representative determines that the public convenience would be enhanced thereby.
3. Grantee shall grant to the City, free of expense, joint use of any and all poles owned by it for any proper municipal purpose acceptable to Grantee, insofar as it may be done without interfering with the free use and enjoyment of Grantee's own wires and fixtures, and the City shall hold Grantee harmless from any and all actions, causes of actions and damages caused by the placing of the City's wires or appurtenances upon the poles of the Grantee. Proper regard shall be given to all existing safety rules covering construction and maintenance in effect at the time of construction. If, in accommodating the City's joint use of their poles, Grantee is required to change or replace poles or install new poles, the City shall compensate for such additional expense.
4. Where a public utility serving the City desired to make use of poles or other wire-holding structures of the Grantee but agreement therefore with the Grantee cannot be reached, the Commission may require the Grantee to permit such use for such consideration as is just and reasonable and upon such terms as the Commission determines the use would enhance the public convenience and would not unduly interfere with the Grantee's operations.

SECTION XV - RATES

1. Grantee shall at all times maintain on file with the City Finance Officer a schedule setting forth all rates and charges to be made to subscribers for cable services, including installation charges.

2. During the term hereof, and if required by the FCC, Grantee shall comply with the rate regulation rules of the Federal Communications Commission.
3. The monthly rate set forth in the schedule filed pursuant to subsection 1 above shall be payable in advance.
4. The Grantee shall not discriminate in rates between customers of the same category except to the extent permitted by the Cable Communications Policy Act of 1984, as amended, if applicable and Federal Communications Commission regulations.

SECTION XVI - PAYMENT TO THE CITY

Grantee shall pay to the City during the term of the rights granted hereunder, and so long as the Grantee operates said system in an amount of up to 5% of its annual Gross Revenue. The City shall impose the same franchise fee percentage and Gross Revenue definition on all Grantees.

The Grantee shall pay, as compensation to the City, the following sums: a sum equal to three percent (3%) of the annual total gross revenue of the cable system.

1. This franchise fee may be reviewed every two years by the City. In the event the franchise fee is increased, the City must give grantee a 180-day notice to implement the new fee. In accordance with the Cable Act, the 12-month period applicable under the franchise for the computation of the franchise fee shall be a calendar year.
2. The City may require Grantee to provide financial support permissible under the Cable Act, as a capital grant payable by each Grantee to the City for PEG capital requirements in the amount up to 1% of each grantee's gross revenue, as determined by the City no more frequently than once every two years. The capital grant shall be payable by each Grantee with the franchise fee payment as required by this chapter and shall be itemized and passed through to subscribers in the same manner. The City shall impose the same percentage fee on all Grantees or shall not impose the fee on any Grantee. The City shall provide all Grantees with 180 days' prior written notice for the implementation or modification of the capital grant.
3. The franchise fee and community grant payment shall be due monthly and payable within 30 days after the close of the preceding month. Each payment shall be accompanied by a brief report prepared by a representative of Grantee showing the basis for the computation. Payments shall be deposited to a City account electronically, unless otherwise agreed.
4. The community grant may be itemized and passed through to subscribers separate from and in the same manner as franchise fees. The City shall impose the same

community grant percentage fee on all Grantees or shall not impose the community grant percentage fee on any grantor;

5. The franchise fee obligation herein is a material requirement of a franchise and is considered payment by Grantee for use of rights-of-way.
6. Notwithstanding the annual gross revenue fee or tax payable hereunder, if the Grantee is legally obligated to collect or pay any sales tax or other taxes, the Grantee shall have the right to charge the subscribers an additional amount equal to such tax.

SECTION XVII - SERVICE TO SCHOOLS, CITY AND FIRE DEPARTMENT

The Grantee shall, subject to the line extension provisions of Section V, provide basic cable service at no cost to public and parochial elementary and secondary schools within the City and as amended from time to time, at one terminal junction for each school building in an area served by Grantee for educational purposes upon request of the school system and shall also furnish to the schools, without charge, basic service to all sets connected within such building to the terminal junction. Internal wiring and expenses for additional set-top boxes required for services beyond the first free service shall be the responsibility of the school.

Grantee shall, subject to the line extension provisions of Section V, also provide to the City without charge, at City owned buildings within an area served by Grantee and as amended from time to time, other than a hospital, nursing home, apartment or building at the airport, one junction terminal to said building and shall also furnish to the building, without charge, basic service to all sets connected within such building to the terminal junction.

The Grantee shall, subject to the line extension provisions of Section V, provide basic cable service at no cost to fire department buildings, library(ies), police station(s) within the City and as amended from time to time, one junction terminal to said building and shall also furnish to the building, without charge, basic service to all sets connected within such building to the terminal junction.

Exhibit A shall provide a listing of the current locations which may be served by Grantee under this Section.

SECTION XVIII – PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

The Grantee shall allocate one channel to the City as a public, educational or governmental access channel. Until such time as the city files a written request with Grantee for full-time use of the channel, Grantee shall have the right to use that portion of

the channel capacity that is not being used by the City. Grantee shall have a reasonable period of time after notification to vacate its use of the channel.

If City files a written request with Grantee for full-time use, and upon Grantee's vacating its use of the channel, then the Grantee shall have full use of this channel's capacity, but any portion not used by City may be used by Grantee. Grantee shall assist the City in obtaining the necessary licenses and frequency clearance to enable the City to use the PEG Channel. Grantee shall provide locations for program origination ("origination points"). No charges may be assessed by Grantee for channel time or playback of prerecorded programming on the specially designated PEG access channels. Each user of the PEG access channels shall be responsible for the programming content and pay their own costs of programming. Grantee shall not exercise editorial control over PEG Channel. Grantee will include PEG access channels on its program guide channels. Any content that may be required for such listing will be the responsibility of City, based on the reasonable requirements for the furnishing of such content to grantee. Grantee will provide City with installation, equipment, and only that digital cable radio service generally available to Subscribers without an additional fee, subject to Grantee's ability to lawfully do so pursuant to its contracts with the affected content providers, to be utilized as background music for PEG electronic message systems at no cost to the City.

SECTION XIX - EMERGENCY USE OF FACILITIES

In the case of any emergency or disaster, the Grantee shall, upon request of the Commission, make available its facilities to the City for emergency use during the emergency or disaster.

SECTION XX - MISCELLANEOUS

1. Grantee's legal, financial, technical, and other qualifications, and the adequacy and feasibility of its construction arrangements, if any, have been approved by the Commission after consideration in a full public proceeding affording due process to all interested parties.
2. **Good Faith.** Grantee and the City shall act reasonably and in good faith, deal fairly, and cooperate with each other to enable performance of all obligations under this chapter and achievements of the expected benefits.
3. **Compliance with Law.** Compliance with federal, state, and local laws and changes require:
 - a. If any federal, state, or local law or regulation requires or permits Grantee or the City to perform any service or act or shall prohibit Grantee or the City from performing any service or act which may be in conflict with the terms of a franchise, then as soon as possible following knowledge thereof, City and Grantee shall notify the other of the point of conflict believed to exist between such law or regulation.

- b. If any section, sentence, clause, or phrase of this chapter or a franchise is for any reason held to be invalid, unenforceable, or unconstitutional by a decision of any authority or court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter, or a franchise and the remainder shall remain in full force and effect.
4. **Nonwaiver of Obligation.** Grantee shall not be relieved of its obligation to comply with any of the provisions of this chapter or a franchise by reason of any failure of City to enforce prompt compliance.
 5. **Door-to-Door Sales & Peddlers.** Subject to Chapter 5.28 of the Deadwood City Ordinances, Grantee shall be allowed to utilize a door- to-door sales force to market its cable service within the City
 6. **Signage.** Subject to Chapter 15.32 of Deadwood City Ordinances, Grantee shall not place or cause to be placed any sort of signs, advertisements, or other extraneous markings, whether relating to Grantee or any other person or entity on grantee's facilities located in or on the right-of-ways, except minimal markings necessary to identify the cable system for service, repair, maintenance, or emergency purposes, or as required by applicable law or regulation.

SECTION XXI - MODIFICATION OF OBLIGATIONS

In addition to any other remedies provided by law or regulation, Grantee's obligations under this Ordinance may be modified, at its request, in accordance with Section 625 of Cable Communications

Policy Act of 1984 as it now exists, or as hereafter amended, replaced or superseded by other Act of Congress.

SECTION XXII – REMEDIES AVAILABLE TO CITY

If Grantee fails to perform in a timely manner any material obligation, as determined by the City, required herein, following notice from the City and an opportunity to cure such nonperformance, the City may remedy such violation in accordance with the following procedures:

- a. The City will first notify Grantee of the violation in writing by delivery of registered or certified mail, and demand correction within a reasonable time. Grantee shall have 30 days from receipt of the notice to: (a) respond to the City, contesting the assertion of noncompliance, which shall toll the running of any time frames hereunder until Grantee is afforded the public hearing required herein and a written determination of the City Commission has been issued, or (b) cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and

the projected date that they will be completed. If Grantee fails to correct the violation within the time prescribed or if Grantee fails to commence corrective action within the time prescribed and diligently remedy such violation thereafter, Grantee will then be given 30 days' prior written notice of a public hearing to be held before the City Commission. Said notice will specify the violations alleged to have occurred.

b. At the public hearing, the City Commission will hear and consider all relevant evidence, and thereafter render findings and its decision. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than five business days therefrom. The City shall notify Grantee in writing of the time and place of such meeting and provide Grantee with an opportunity to be heard.

c. In the event the City Commission finds that Grantee has corrected the violation or has diligently commenced correction of such violation after notice thereof from the City and is diligently proceeding to fully remedy such violation, or that no material violation has occurred, the proceedings will terminate, and no penalty or other sanction will be imposed.

d. Subject to applicable federal and state law, in the event the City Commission finds that a material violation exists and that Grantee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the City Commission may establish a date, no earlier than 30 days following notification, by which grantee must comply with the obligation or the City may thereafter seek specific performance of any franchise provision, which reasonably lends itself to such remedy. In addition, the City Commission may impose reasonable damages and enforce imposition of such damages.

In the case of a substantial default of a material provision of the franchise, the City Commission may also implement the franchise termination procedures in accordance with the following:

1. The City shall give written notice to Grantee of its intent to revoke a franchise on the basis of a pattern of noncompliance by Grantee, including one or more instances of substantial noncompliance with a material provision of the franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have 90 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Grantee, it may then seek termination of the franchise at a public meeting. City shall cause to be served upon Grantee, at least ten days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to request such termination.
2. At the designated meeting, the City shall give Grantee an opportunity to state its position on the matter, after which it shall determine whether or

not a franchise shall be revoked. Grantee may appeal such determination to an appropriate court.

Such appeal to the appropriate court must be taken within 60 days of the issuance of the determination of the City.

3. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under a franchise in lieu of revocation of a franchise.

e. In determining whether a violation is material, the City will take into consideration the reliability of the evidence of the violation, the nature of the violation, and the damage, if any, caused to the City or the City's residents thereby, whether the violation was chronic, and any justifying or mitigating circumstances, and such other matters as the City may deem appropriate. The parties hereby agree that it is not the City's intention to subject Grantee to penalties, fines, forfeitures, or revocation of a franchise for so-called "technical" breach(es) or violation(s) of a franchise or local cable ordinance, which shall include, but are not limited to, the following:

1. In instances or for matters where a violation or a breach by Grantee of a franchise or local cable ordinance was a good-faith error that resulted in no or minimal negative impact on the customers within the service area.
2. Where there existed circumstances reasonably beyond the control of Grantee and which precipitated a violation by Grantee of a franchise or local cable ordinance, or which were deemed to have prevented Grantee from complying with a term or condition of the franchise or local cable ordinance.

Should the City seek to revoke a franchise after following the procedures set forth above, the City shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. Grantee shall have 90 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Grantee, it may then seek termination of a franchise at a public hearing. The City shall cause to be served upon Grantee, at least 30 days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke a franchise.

At the designated hearing, the City shall give Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the franchise shall be revoked. Grantee may appeal such determination to an appropriate court. Such appeal to the appropriate court must be taken within 60 days of the issuance of the determination of the City.

Notwithstanding this Section, the City may, at its sole discretion, take any lawful action which it deems appropriate to enforce a franchise and the exercise of any of the

remedies as set forth herein shall not constitute an election of remedies or otherwise be considered a waiver by the City to take any lawful action or exercise any appropriate remedy it deems appropriate to enforce the terms and conditions of this chapter and a franchise.

SECTION XXIII - LIABILITY AND INDEMNIFICATION

1. **Indemnify & Hold Harmless.** Grantee agrees, by acceptance of this franchise, that it shall indemnify and save free and harmless, and by the acceptance of a franchise, agrees to indemnify and save free and harmless the City, the City Commission, each member thereof, all officers, agents, employees, and members of boards and commissions of the City from and against any and all liability by reason of or arising out of any and all claims, demands, causes of action, or proceedings which may be asserted, prosecuted, or established against them or any of them, for injury to persons or tangible damage to property of whatever nature arising out of the use by Grantee of the right-of-ways, or of any other operations or activities of Grantee pursuant to this chapter and a franchise and the operation of a cable system, whether such damage shall be caused by negligence or otherwise (including but not limited to any liability for damages for defamation and damages by reason of or arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees of programs to be delivered by Grantee's cable system or vehicle operations) and irrespective of the amount of the liability insurance policies required hereunder, but excepting therefrom liability arising out of any claim, demand, cause of action, or proceeding resulting from the negligence or willful misconduct of the City, the City Commission, each member thereof, or officers, agents, employees, or members of boards and commissions of the City, or resulting from the negligence or willful misconduct of persons distributing programs via the PEG access channels over which persons and programming Grantee cannot legally and does not exercise control.
2. **Defend at own cost.** Grantee, by the acceptance of a Franchise, agrees to defend at its own cost and expense the City, the City Commission, each member thereof, all officers, agents, employees, and members of boards and commissions of the City against any and all claims, demands, actions, or proceedings brought against them or any of them, in respect to the matters embraced by the indemnity set forth herein and regardless of a cross-indemnity claim that is or may be asserted by Grantee against the City.
3. **Insurance requirement.** Concurrently, with the filing of the acceptance of award of a franchise, Grantee shall furnish to the City and at all times during the existence of franchise shall maintain in full force and effect, at its own cost and expense, a commercial general liability insurance policy and in a form reasonably satisfactory to the City. Said policy shall include, but shall not be limited to, personal injury, broad-form property damage, blanket contractual, completed operations, underground hazard, explosion and collapse hazard, independent

- contractors, vaults, and products liability insurance. Said policy shall ensure Grantee, the City, the City Commission, each member thereof, all officers, agents, employees, and members of boards or commissions of the City against liability for all matters embraced herein with minimum combined single liability limit of two million dollars (\$2,000,000).
4. **Workers' compensation insurance requirement.** Grantee will obtain and maintain workers' compensation insurance for all grantee's employees, and in case any work is sublet, Grantee will require any subcontractor similarly to provide workers' compensation insurance for all subcontractor's employees, in compliance with state laws, and to fully protect the City from any and all claims arising out of work-related occurrences. Grantee, by acceptance of a franchise, thereby agrees it indemnifies City for any damage resulting to it from failure of either Grantee or any subcontractor to obtain and maintain such insurance. Grantee will provide the City with a certificate of insurance indicating workers' compensation insurance prior to operations under a franchise and the commencement of any construction, system upgrade, reconstruction, or maintenance of a system. The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverage is adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability, therefore.
 5. **Auto liability requirement.** Grantee shall provide automobile liability insurance covering all grantee's owned, non-owned, and hired automobiles, trucks, and trailers. Such insurance shall provide coverage at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than two million (\$2,000,000) combined single limit each occurrence. This insurance coverage shall be increased/decreased annually to reflect changes in the Consumer Price Index.
 6. **Additional insureds.** The policies of insurance shall contain an additional insured clause providing that City, the City Commission, each member thereof, all officers, agents, employees, and members of boards and commissions of the City shall be named as an additional insured under said policy. Each such policy required above shall provide that it is to be considered primary insurance in the event a demand is made on the City. Each policy required above shall contain a provision by the insurer to perform the covenant for defense set forth herein for the benefit of the additional insureds. This provision shall not apply to workers' compensation insurance.
 7. **Cancellation of insurance.** Each of the above-listed policies of insurance shall contain a provision that a written notice of cancellation or reduction in coverage shall be delivered to the Mayor 30 days in advance of the effective date thereof. If such insurance is provided by a policy which also covers any other entity or person other than those above-named, then such policy shall contain the standard cross-liability enforcement. Grantee will not cancel or reduce said insurance

coverage without the City having been given 30 days' prior written notice thereof by Grantee.

8. **Certificate on file.** A certificate of insurance coverage shall be filed in the Finance office concurrently upon the acceptance of the award of this franchise and shall be updated annually if any changes to the policies occur. The grantee will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The grantee agrees to hold the City harmless from any liability, including additional premium due because of the grantee's failure to maintain the coverage limits required.
9. **Waiver of subrogation.** Any insurance policies procured by grantee shall provide that the insurance carrier waives all rights of subrogation against the City, except as they relate to gross negligence or willful misconduct on the part of the City and except as related to workers' compensation insurance.
10. **Liability to third parties.** Grantee shall be liable for the acts of its third parties (contractors and subcontractors) and ensure that before commencement of work regarding construction, operation, and maintenance of its cable system, any such third parties have provided insurance in compliance with this chapter.
11. **Survival of obligation.** Grantee's covenants and obligations under this Article XXIII shall survive the expiration or any termination of a franchise agreement for a period of two years.

SECTION XXIV – SEVERABILITY

If any Section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, or is superseded or preempted by FCC regulation, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Dated this 18th day of March, 2024

CITY OF DEADWOOD

BY: _____
David Ruth Jr., Mayor

ATTEST:

BY: _____
Jessica McKeown, Finance Officer

(SEAL)

First Reading: March 4, 2024
Second Reading: March 18, 2024
Published: March 21, 2024
Effective: April 10, 2024

Published once at the approximate cost of _____.

EXHIBIT A**CITY LOCATIONS**

Adams Museum, 54 Sherman Street;
Adam House, 22 Van Buren Street;
Broadway Parking Ramp, 630 Broadway Avenue;
Deadwood Parks Shop, 19 Seventy-Six Drive;
Deadwood City Hall, 102 Sherman Street;
Deadwood Public Library, 435 Williams Street;
Deadwood Fire Department, 73 Main Street;
Deadwood Welcome Center, 501 Main Street;
Days of '76 Museum, 18 Seventy-Six Drive;
Deadwood Recreation Center, 105 Sherman Street;
Deadwood Water & Street Department, 67 Dunlop Avenue;
HARCC, 150 Sherman Street; and
Trolley Barn, 62 Dunlap Avenue.

Resolution 2024-06

A RESOLUTION TO ESTABLISH CASH DESIGNATIONS

Be it resolved by the Deadwood City Commission that the City of Deadwood approved the establishment of cash reserves in the following funds for future capital expenditure purposes per SDCL 9-21-14.1 as of December 31, 2023:

General Fund Designated for Equipment Replacement-	
Streets Department	\$ 60,000.00
Parks Department	\$ 12,000.00
General Fund Designated for Fire Truck:	\$ 269,447.00
Business Improvement District #7 Designated for Convention Center:	\$ 438,789.80
Parking and Transportation Designation for Trolley Replacement:	\$ 181,168.00

Dated this 4TH day of March, 2024.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer



11100 Wayzata Blvd - Suite 700 Minnetonka, MN 55305

Address Service Requested


Please See Reverse Side for Important Information

Section 10 Item d.

Invoice Number: 8699675
Customer Number: 734571
Contract Number(s): 003-0734571-302
 003-0734571-304
 003-0734571-305
Past Due Amount: \$0.00
Total Amount Due: \$121,724.97

5894001840 PRESORT PBPS004 <>




 CITY OF DEADWOOD
 ATTN: ACCOUNTS PAYABLE
 102 SHERMAN STREET
 DEADWOOD SD 57732-1309

THIS INVOICE IS FOR YOUR INFORMATION ONLY. Payment of the amount shown on this invoice will be made by automatic withdrawal from your designated bank account on the due date.

THANK YOU!

We value and appreciate your business!
 Your needs are important to us so please contact us
 for customer support and future financing needs.



11100 Wayzata Blvd - Suite 700
Minnetonka, MN 55305

Invoice Number: 8699675
Customer Number: 734571
Invoice Date: 01/16/24
Invoice Due Date: 03/01/24
Past Due Amount: \$0.00
Total Amount Due: \$121,724.97

For Customer Service, Call 866-311-2755

Our records show you have an amount of \$121,724.97 due to us. Please contact the High Branch at 866-311-2755 for more information.

Contract Number	Invoice Description	Current Charges	Past Due 1-30 Days	Past Due 31-60 Days	Past Due 61+ Days	Total Due
003-0734571-302	(1) 2022 Villager 208 Trolley - VIN A05696 Payment Due	48,815.55	0.00	0.00	0.00	48,815.55
003-0734571-304	(1) 2022 Villager Trolley - VIN: M0A05698 Payment Due	39,227.97	0.00	0.00	0.00	39,227.97
003-0734571-305	(1) 2022 Villager 208 Trolley Vin A05697 Payment Due	33,681.45	0.00	0.00	0.00	33,681.45
Total		\$121,724.97	\$0.00	\$0.00	\$0.00	\$121,724.97

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 722-0786



Kevin Kuchenbecker
Planning, Zoning and
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

FINDINGS OF FACT AND CONCLUSION CONDITIONAL USE PERMIT

Date: February 15, 2024
From: Kevin Kuchenbecker
Planning, Zoning & Historic Preservation Officer
RE: Conditional Use Permit – RV Park

APPLICANT(S): B & L Properties, LLC (Brad Kooiker)
PURPOSE: Conditional Use Permit – RV Park
ADDRESS: 20577 US Highway 85
Deadwood, Lawrence County, South Dakota

LEGAL DESCRIPTION: LOT A IN LOT H2 OF H.E.S. NO. 613 IN THE NE/14
OF SECTION 11, T5N, R3E, BHM, LAWRENCE
COUNTY, SOUTH DAKOTA

AND

LOT C IN H.E.S. NO. 613 IN THE NE1/4 OF SECTION
11, T5N, R3E, BHM, CITY OF DEADWOOD,
LAWRENCE COUNTY, SOUTH DAKOTA

ASSESSORS NO.: 30930-00503-110-10

RE: Request for Conditional Use Permit

WHEREAS, the above application for a Conditional Use Permit for a RV Park in the CH – Commercial Highway district came on review before the Deadwood Planning and Zoning Commission on Wednesday, July 19, 2023. The application was recommended for approval by the Deadwood Planning and Zoning Commission. The Deadwood Board of Adjustment approved the request for a RV Park at 20577 US Highway 85, as recommended by the Planning and Zoning Commission, on August 7, 2023.

WHEREAS, all present members of the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment having reviewed the Conditional Use Permit request and having considered all comments

Findings of Fact and Conclusion – Conditional Use Permit
B & L Properties, LLC
February 15, 2024

offered and all of the evidence and testimony presented for the application; and, after discussion and consideration of the application and being fully advised in the premises, the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment hereby enter their:

FINDINGS OF FACT AND CONCLUSION

- Staff provided public notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 17.76.020. Notice was placed in the designated newspaper of the City of Deadwood, ten (10) days in advance of the hearing as required by Section 17.76.060.J.
- An official sign was posted on the property for which the Conditional Use.
- Property owners within three hundred (300) feet of the boundaries of the subject land were notified by first class mail as required by Section 17.76.060.J.
- The subject area is zoned CH – Commercial Highway. The area near the subject property consists of a mixture of multi-family dwellings and national forest.
- The use, as proposed would not result in a substantial or undue adverse effect on adjacent property or the character of the neighborhood and the use would not alter the character of the area.
- The granting of the conditional use permit would not increase the proliferation of non-conforming uses. The use is expressly allowed in the CH – Commercial Highway district under certain conditions and the conditions were met.
- The use would not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation or other services. This type of use does not demand a high degree of services.
- Based on these findings, the Deadwood Planning and Zoning Commission recommended approval of the request for a conditional use permit for a RV Park. The Deadwood Board of Adjustment approved the request as recommended by the Planning and Zoning Commission with the following conditions:

Findings of Fact and Conclusion – Conditional Use Permit
B & L Properties, LLC
February 15, 2024

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. Proof of a state sales tax number shall be provided to the Planning and Zoning Office for their files.
3. Proof that the Building Inspector has inspected the building and it meets all of the building codes.
4. Provide City proof of permitted septic and water acceptance by the State of South Dakota Department of Agriculture and Natural Resources.
5. Proper paperwork is filed with the City of Deadwood Finance Office for BID taxes.
6. Proof of City of Deadwood Business License.
7. Obtain lodging license after inspection from the South Dakota Department of Health.
8. Provide City written approval from South Dakota Department of Transportation for entrance(s).

Findings of Fact and Conclusion – Conditional Use Permit
B & L Properties, LLC
February 15, 2024

ATTEST:

Jessica McKeown, Finance Officer
City of Deadwood
/ / /2024

David Ruth, Mayor
City of Deadwood
/ / /2024

John Martinisko, Chairman
Planning and Zoning Commission
/ / /2024

David Bruce, Secretary
Planning and Zoning Commission
/ / /2024

Return Completed Form To:
Planning and Zoning
108 Sherman Street
Deadwood, SD 57732



Questions Contact **Kevin Kuchenbecker**
(605) 578-2082 or
kevin@cityofdeadwood.com

Section 10 Item f.

Application No. _____

APPLICATION FOR PLAT

Application/Filing Fee: \$200.00 per lot

The application fee needs to be paid when plat is submitted to the Planning and Zoning Office.

Applicants: Please read thoroughly prior to completing this form. Only complete applications will be considered for review. Applications must be received no later than fifteen (15) days prior to the P&Z Commission meeting. Mylar(s) must be received by the Planning and Zoning office no later than the Wednesday before the scheduled meeting. The Planning and Zoning Commission meets the first and third Wednesday of each month.

Applicant: City of Deadwood

Address: 102 Sherman St Deadwood SD 57732
Street City State Zip

Phone Number: (605) 578-2082 Email Address: kevin@cityofdeadwood.com

Property Address: Tract 3 of Miller Street

Property Owner: City of Deadwood

Property Owner Phone Number: (605) 578-2082

Full Legal Description of Property: PLAT OF TRACT 3 OF BLOCK 30, O.T. DEADWOOD; BEING A
PORTION OF TRACT 1 OF THE MILLER STREET SUBDIVISION; CITY OF DEADWOOD,
LAWRENCE COUNTY, SOUTH DAKOTA

Purpose of this Plat: To facilitate the transfer of property by dividing lots and establishing property
lines.

Summary of this Plat: The subject property is owned by the City of Deadwood and they desire to have
the parcel available for public use.

1. The following documents shall be submitted:

- a. An improvement survey, including all easements,
- b. Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- c. A copy of the full legal description from the Lawrence County Register of Deeds Office.

Check the box to confirm the following information is included on the plat and is accurate:

- The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
- Land is identified with a new legal description for the transfer of the land.
- Surveyor’s Certificate is shown with the name of the surveyor and his registered land surveyor number.
- A date is shown on the plat and serves to “fix in time” the data represented on the plat.
- The street bounding the lot is shown and named.
- All certifications are indicated and correct on the plat.
- Dimensions, angles, and bearings are shown along the lot lines.
- Scale of the plat is shown and accompanied with a bar scale.
- Area’s taken out of the mineral survey and remaining acreage is indicated on the plat.

- I understand I am required to have the Lawrence County Register of Deeds email a digital copy of the completed final copy of this plat to kevin@cityofdeadwood.com.

Signature of Owner/Applicant: _____ Date: January 24, 2024

Staff Use Only

Fee: \$ _____	Paid On _____	Receipt Number _____
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PLANNING AND ZONING ADMINISTRATOR:			
Approved/P&Z Administrator:	Yes	No	Signature: _____ Date: _____
PLANNING AND ZONING COMMISSION:			
Approved/P&Z Commission:	Yes	No	Date: _____
DEADWOOD BOARD OF ADJUSTMENT:			
Approved/Board of Adjustment:	Yes	No	Date: _____

Reason for Denial (if necessary): _____

PLAT OF TRACT 3 OF BLOCK 30, O.T. DEADWOOD; BEING A PORTION OF TRACT 1 OF THE MILLER STREET SUBDIVISION; CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

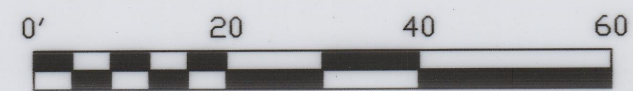
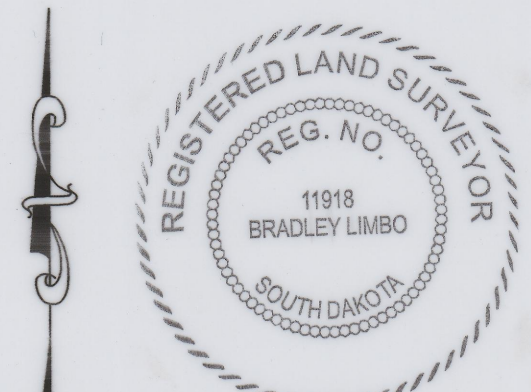
OWNER/DEVELOPER: CITY OF DEADWOOD 102 SHERMAN STREET DEADWOOD, SD 57732



- LEGEND:
● SET REBAR AND CAP STAMPED "LS11918"
○ FOUND MONUMENT AS NOTED

- NOTES:
1. PROPOSED LOT AREA = 0.024 ACRES±;
2. 5' UTILITY EASEMENT ON INTERIOR OF ALL LOT LINES.
3. ZONING IS PUBLIC USE DISTRICT PER GIS ZONING MAP.
4. WE HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE PORTIONS OF LAND DESIGNATED HEREON AS EASEMENTS.
5. TRACT 1 ORIGINALLY RECORDED IN PLAT DOC#2012-5646.

Table with 3 columns: LINE, BEARING, DISTANCE. Rows: L1 S81°05'15"E 15.50', L2 S79°57'24"E 13.00'



CERTIFICATE OF SURVEYOR

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE I, BRADLEY LIMBO, REGISTERED LAND SURVEYOR NO. 11918 IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNER(S) LISTED HEREON I HAVE SURVEYED THAT TRACT OF LAND SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE WITHIN PLAT IS A REPRESENTATION OF SAID SURVEY. EASEMENTS OR RESTRICTIONS OF MISCELLANEOUS RECORD OR PRIVATE AGREEMENTS THAT ARE NOT KNOWN TO ME ARE NOT SHOWN HEREON. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL.

Signature of Bradley Limbo, DATE: 15 Feb 24, BRADLEY LIMBO, LS11918

OWNER'S CERTIFICATE

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE I, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: ADDRESS:

ACKNOWLEDGMENT OF OWNER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE ON THIS DAY OF 20, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED

KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: NOTARY PUBLIC:

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS DAY OF 20

CITY PLANNER CHAIRMAN

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS DAY OF 20

ATTEST: FINANCE OFFICER MAYOR

CERTIFICATE OF COUNTY TREASURER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE I, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS DAY OF 20

LAWRENCE COUNTY TREASURER:

APPROVAL OF HIGHWAY AUTHORITY

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY:

CERTIFICATE OF DIRECTOR OF EQUALIZATION

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS DAY OF 20

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION

CERTIFICATE OF REGISTER OF DEEDS

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE FILED FOR RECORD THIS DAY OF 20, AT O'CLOCK, M., AND

RECORDED AS DOC.

LAWRENCE COUNTY REGISTER OF DEEDS FEE:\$

Stamp area containing project information: Project: AA-23-330, Date: JAN. 22, 2024, Surveyed by: BJL, Prepared by: FD, and contact info for ALL ASPECTS INC. LAND SURVEYING.

OFFICE OF
PLANNING, ZONING AND
HISTORIC
PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



Kevin Kuchenbecker
Planning, Zoning and
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

**PLANNING AND ZONING MEETING
BOARD OF ADJUSTMENT
STAFF REPORT
March 4, 2024**

APPLICANT: City of Deadwood

PURPOSE: Transfer of Land & Creating Property Lines

GENERAL LOCATION: Tract 1 of Miller Street Subdivision

LEGAL DESCRIPTION: PLAT OF TRACT 3 OF BLOCK 30, O.T. DEADWOOD; BEING A PORTION OF TRACT 1 OF THE MILLER STREET SUBDIVISION; CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

FILE STATUS: All legal obligations have been completed.

ZONE: PU Public Use

STAFF FINDINGS:

Surrounding Zoning:

North: Commercial

South: Commercial

East: Public Use

West: Commercial

Surrounding Land Uses:

Commercial Structure

Commercial Structure

Parking Lot

Commercial Structure

SUMMARY OF REQUEST

The purpose of this plat is to facilitate the transfer of property by dividing lots and establishing property lines. This plat describes the area located at Tract 1 of Miller Street Subdivision and behind Block 30 of Sherman Avenue. The City of Deadwood desires to get this portion of the Miller Street parking lot on the tax roll. This plat will create Tract 3 of the Miller Street Subdivision.

FACTUAL INFORMATION

1. The property is currently zoned PU – Public Use.
2. Lot is comprised of 0.024 Acres±.
3. The subject property is located within a Public Use Zoning designation.
4. The property is located outside of a flood zone or flood hazard zone.
5. Public facilities are available to serve the property.
6. The area is currently characterized by a mixture of commercial and public uses along Miller Street.

STAFF DISCUSSION

The subject property is owned by the City of Deadwood, and they desire to have the parcel currently under private use to be on the tax roll. Currently, the parcel is being utilized by a commercial entity and is behind a chain link fence. The lot(s) meets the area and bulk requirements for square footage.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

ACTION REQUIRED:

1. Approval/Denial by Planning and Zoning Commission
2. Approval/Denial by Deadwood Board of Adjustment

You are invited to the Deadwood Vol. Fire Department



FREE ANNUAL PANCAKE FEED

Sunday March 10,2024

9am to 1pm

Deadwood Fire Hall, 737 Main St

- **Come out and enjoy scramble eggs, yummy sausages and the Best FIREHOUSE pancakes around!!**
- **Free Smoke Detectors and/or Batteries for those that Need them.**
- **Fire Truck Rides for all ages**
- **Door prizes given away (Need not be present to Win)**

Change your clocks and Change your SMOKE Detectors/Battery

CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: February 25, 2024

Organization: American Legion, Homestake Post 31, Lead, SD

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries/raffles. Please indicate your category:

- Chartered veterans' organization
- Charitable organization
- Fraternal organization
- Political party
- Political action committee or any committee on behalf of any candidate for political office
- Religious organization
- Educational organization
- Local civic or service club
- Volunteer fire department

Contact Information:

Name: Virginia R. Grenz

Address: 511 Mill Street, Lead, SD 57754

Phone #: H: 605-559-0532 or C: 269-818-7857

Email: star_brightr@hotmail.com

501 (c) 3- Non Profit: Yes No

Dates of Ticket Sales: March 1 - May 26, 2024

Date of Raffle Drawing: May 27, 2024

Value of Raffle Prize: \$1,500.00

Proceeds will benefit: Veterans, Scholarships for students

Office use only:

Presented at City Commission Meeting dated _____

Finance Office: _____

CITY OF DEADWOOD RAFFLE PERMIT

Date of Application: 02/28/2024

Organization: Black Hills Shootist LTD

SDCL #22-25-25 authorizes the following organizations or committees to conduct lotteries/raffles. Please indicate your category:

- Chartered veterans' organization
- Charitable organization
- Fraternal organization
- Political party
- Political action committee or any committee on behalf of any candidate for political office
- Religious organization
- Educational organization
- Local civic or service club
- Volunteer fire department

Contact Information:

Name: Thomas Hanson

Address: PO Box 79, 15559 Elk Mtn Ct. Piedmont

Phone #: 605-787-2989

Email: tom.hanson@rap.midco.net

501 (c) 3- Non Profit: Yes No

Dates of Ticket Sales: March 2024 thru Banquet Night 09/

Date of Raffle Drawing: 09/28/2024

Value of Raffle Prize: \$300.00 to \$3000.00 various drawin

Proceeds will benefit: Various non-profit groups

Office use only:

Presented at City Commission Meeting dated _____

Finance Office: _____